"Port" and Politics, p. 904. "Immoral Purposes," p. 905.

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Current Topics : Lawyers and Gratuitous Service—"Tom Tiddler's Land" — An Important Divorce Practice Point—"Newly-born Child"—Pretending to be a Constable—Petrol Pumps and Young Persons—Perjury in Police Courts — Concurrent Jurisdiction in Divorce—Sale of Poisons 901

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Current Topics.

Lawyers and Gratuitous Service.

WHEN MILTON, in his celebrated "Tractate of Education," spoke scornfully of those who were "allured to the trade of law, grounding their purposes not on the prudent and heavenly contemplation of justice and equity, which was never taught them, but on the promising and pleasing thoughts of litigious terms, fat contentions, and flowing fees," he was merely availing himself of the traditional licence to gird at the legal profession which has always been considered a fair target for the shafts of the satirist. Comprehensive denunciations are easily set afloat, but when those who launch them are asked for particulars, the customary answer is that counsel's fees are exorbitant and solicitors' bills long and proportionately heavy. That occasionally the fees paid to eminent counsel are high is no doubt true, but if a client insists upon someone being briefed who is accustomed to large fees that is the client's affair. No one who knows anything about the matter would assert that the average fees are more than fair remuneration for the work done ; indeed, it may truly be said that many of the fees, especially for opinions and conveyancing matters, are altogether inadequate in view of the time and research involved. There is another aspect of the subject which is generally overlooked by those who indulge in denunciations of the alleged mercenariness of lawyers, and that is the amount of work which they are often expected to perform without fee or reward. Leaving out of account altogether for the present purpose what are known as poor persons' cases, the critics would find, if they took the trouble to make enquiries, that instances are numerous where leading silks have given their services gratuitously to aid the cause of poor clients unable to pay even a modest fee. A typical example of this altruism on the part of a leader occurred in a case which finished last week after having been twice tried before without effective result. In all three trials, which in the aggregate lasted for nearly three weeks, a distinguished silk gave his services gratuitously, and by so doing precluded himself from earning large fees for other clients. We have advisedly spoken of this as a typical example of that willingness to serve others to the disadvantage of its own interests which is characteristic of the legal profession, but for which it rarely receives credit. Similar instances of the same generous spirit have often occurred in Scotland and Ireland as well as in England. In Scotland the Dean of Faculty, who is the head of the Bar, is expected to give his services gratuitously if called upon to undertake the defence of a person indicted on a capital charge. But despite all this, we have no doubt that the alleged mercenariness of lawyers will continue a favourite text upon which critics will base their homilies.

"Tom Tiddler's Land."

MR. JUSTICE CLAUSON recently observed on the "highly erroneous but popular idea" to the effect that "if for twenty years you don't see anybody doing anything particular on ground near your house, you have some sort of right over it." The delusion, in fact, is the same as the popular doctrine of "findings keepings," but applied to realty instead of chattels. The term of twenty years suggests generally that the public are more familiar with the Prescription Act than the Limitations Acts. A client who came with the flattering unction of this fallacy in his mind and asked his adviser to defend his annexation of an unconsidered trifle of land might perhaps be referred to *Kynoch Ltd.* v. *Rowlands*, 1912, 1 Ch. 527, in which counsel for the defendants solemnly did argue that the plaintiffs had "abandoned" a strip of land. This plea was torn to tatters on the bench both by JOYCE, J., and in the Court of Appeal, and it was laid down firmly that a title under the statutes can only be acquired by definite acts of possession adverse to the true owner. Reliance was placed on the defendant's cows having grazed on the strip, as to which COZENS-HARDY, M.R., remarked that "It would be disastrous to hold that the mere occasional straying of cattle over a known boundary by reason of there not being a fence or anything of that kind is, as against the true owner, an act of such exclusive possession as will enable the trespasser whose cattle have strayed over the boundary to acquire a statutory title." *Searby* v. *Tottenham Railway Co.*, 1868, L.R. 5 Eq. 409, was a somewhat similar case, in which the act of clipping a hedge was held not to be adverse to the true owner. It is true that the latter case was to some extent disapproved in *Norton* v. *L. & N.W. Ry. Co.*, 1879, 13 C.D. 268, but only so far as it laid down that acts of cultivation were not adverse : see *Craven* v. *Pridmore*, 1901, 17 L.T.R. 399. These cases, together with *Marshall* v. *Taylor*, 1895, 1 Ch. 641, in which the statute was successfully pleaded, will

indicate the proper tests to be made before this can be done. In effect, a person entitled to land is not called upon to exercise acts of ownership unless and until someone else does so, when, on the old principle of "*vigilantibus non dormientibus*," he must defend his rights.

An Important Divorce Practice Point.

ATTENTION MIGHT be usefully drawn to the observations which Mr. Justice BATESON recently made in a divorce case, *The Times*, 15th inst., as to the method of proving entries in hotel registers. Previously the ordinary practice was to call a manager or other responsible official of the hotel to produce the hotel register. As Mr. Justice BATESON remarked, this was a matter about which the hotel chambermaid, who would in such case be usually called to prove that the respondent and co-respondent occupied the same room, could just as well give evidence—all that was necessary in such a case being that the chambermaid should be duly authorised by the management to produce the register. In this way unnecessary costs would not be incurred, since one witness might easily prove exactly the same facts, which hitherto two witnesses were usually called to prove. Practitioners should carefully note the above observations of Mr. Justice BATESON, since otherwise the costs of the manager or other official called to produce the register will not be allowed on taxation, if such evidence might have been proved by the chambermaid or other person who is called to prove the fact that the parties occupied the same room.

"Newly-born Child."

THE PROBLEM of what constitutes a newly-born child within the meaning of the Infanticide Act, 1922, is undoubtedly of the class incapable of final solution since it has to be considered in relation to the mental condition of the mother. By the terms of the Act a jury may return a verdict of infanticide in lieu of murder where they are satisfied that at the time when the mother took the life of her newly-born child she had not fully recovered from the effect of giving birth to it. Whether or not the child is to be considered newly-born depends upon the mental state of the mother at the time she killed it. Hence it follows that the period during which the child is newly-born is regulated by the duration of the mother's incapacity. This, of course, varies considerably with the individual and the attendant circumstances, and the medical evidence as to the degree of incapacity, if any, would no doubt differ. The matter would thus appear to be a question of degree, each decision resting upon the merits of the particular facts involved, and opening up a fruitful ground of future controversy. In the recent case of *Rex* v. *O'Donoghue*, 71 SOL. J., p. 897, the Court of Criminal Appeal did not undertake the task of defining "newly-born child." AVORY, J., thought that the statute was intended to meet the case of a mother taking her child's life during or immediately after birth, but, as was pointed out by counsel, the wording of the Act requires that she should have fully recovered from the effects of giving birth. Some days after the hearing of the above appeal, AVORY, J., in open court, made a further allusion to the case. He stated that during the appeal reference had been made to the case of *Rex* v. *Clifton*, and that in "Jervis on Coroners," 7th ed., p. 161, it was stated that at the Guildford Assizes in 1924 he had held that a child three weeks old fell within the Act; in Kenny's "Outlines of Criminal Law," 12th ed., p. 125, a similar statement appeared. He said that he felt sure that he had never held anything of the kind, as he had always been of a different opinion. In *Rex* v. *Clifton* the question whether the murdered child was "newly-born" did not arise, and no decision to that effect was given.

The interpretation of the Act in future cases will be followed with interest, but it is very doubtful if an exhaustive definition of the newly-born child will ever be formulated.

Pretending to be a Constable.

THE ILL-DRAFTING of the sections dealing with this offence creates quite unnecessary difficulties. Section 17 of the Metropolitan Police Act, 1839, for instance, besides the general difficulty that it reads as if some particular actual constable must be personated, is singularly inapt for some of the charges which are actually brought under it. A man pretending to be a constable forces himself upon a prostitute, sometimes with the object of unlawful sexual intercourse without the payment she would otherwise exact, sometimes with the object of levying blackmail. A charge that he took the designation of a constable for the purpose of doing an act which he would not be entitled to do of his own authority is ludicrous, as implying that these disgraceful actions fall within the scope of a police officer's authority. The matter is not always helped by the words "for any other unlawful purpose"; blackmail would come under that description, but mere immorality would not. An odd case recently arose in the West End of London, where a man posed as a policeman so that he could get access to a man from whom he desired to seek work, knowing well that he could not secure an interview as an ordinary person. It seems a little fanciful to charge him under the words "for the purpose of thereby obtaining admission into any house or place." The act was not one requiring the authority possessed by a policeman, nor was the purpose unlawful. He happened, however, to have and to present the visiting card of an actual detective officer, and this article was held to be "part of the appointments supplied to a constable," a finding which brought the offender within the scope of the earlier part of the section, though it was difficult further to decide that he could "not satisfactorily account for his possession thereof," when he alleged it had been given him by the owner. The whole section, and others under other Acts, are full of ineptitudes. Conduct of this nature is often so dangerous that it is time the matter were put upon a sound footing. An opportunity was missed in the Police Act, 1919, s. 10 of which deals merely with the unauthorised use of police uniform.

Petrol Pumps and Young Persons.

THE PETROLEUM ACT, 1871, s. 7, provides that petroleum shall not be kept, except in pursuance of a licence given by the local authority; and s. 9 states: "There may be annexed to any such licence such conditions as to the mode of storage, the nature and situation of the premises in which, and the nature of the goods with which petroleum . . . is to be stored, the facilities for the testing of such petroleum from time to time, the mode of carrying such petroleum . . . and generally as to the safe keeping of such petroleum as may seem expedient to the local authority." Some local authorities impose a condition that any petrol store subject to the licence shall not be placed in charge of any person under the age of fifteen. A garage proprietor, having had some petrol pumps installed, may be accustomed to entrust the keys, as occasion requires, to his son (age fourteen) for the purpose of serving motorists. He may then be disagreeably surprised to receive a summons under the Petroleum Act, 1926, s. 7, for breach of the above condition. It is difficult to see how he can avoid pleading guilty to a technical offence, as a petrol pump is undoubtedly a mode of storage. Wide questions are opened up, however, by the automatic petrol pumps which are now making their appearance, and which deliver petrol on the insertion of one shilling in the slot. These can be operated with every right and authority by a boy or girl over the age of fourteen years, who has taken out a licence to drive a motor-cycle under the Motor Car Act, 1903, s. 3 (5). The absurd position therefore arises that a garage proprietor commits an offence by sending an assistant, aged just under fifteen, to serve a customer, aged just over fourteen, from a pump which requires a key. Local authorities should be approached with a view to the modification of conditions such as the above. In the event of refusal, the Act of 1871, s. 10, confers a right of appeal to the Secretary of State against the conditions of the licence.

Perjury in Police Courts.

THE SUBJECT-MATTER of prosecutions at assizes would suggest that the above only takes place in bastardy and poaching cases. The explanation probably is that those are the cases in which private interests are at stake, and feelings of resentment are more easily aroused than in police prosecutions. The private prosecutor is also less conscious than the police of the difficulty in obtaining a conviction. Juries, for example, are prone to sympathise with the defendant in a perjury case, on hearing the evidence he gives on his own behalf. This is often to the effect that he did not understand the question put to him, or that he was muddled by what he had been asked before. If the alleged offence was in connexion with pensions, poor law relief, or insurance benefits, and to prove the case it is necessary to produce official or government forms—the difficulty of the prosecution is greatly increased. If the alleged perjury was committed in helping a friend to prove an alibi, great care is required both on the part of the magistrates' clerk and the police. If a second court is formed and the magistrates' clerk is inexperienced, the latter should bear in mind that he may have to give evidence at assizes. He will then produce the information (if any) giving rise to the proceedings during which the perjury occurred, and he will state as near as possible the exact words thereof. In cross-examination he should object to answer why the magistrates convicted or acquitted, and the question would probably be disallowed as improper. He should also be fully armed on the points as to whether the defendant understood the charge, what his plea really was, whether he understood that he had the right to cross-examine, and also to give evidence and call witnesses. On elementary points like this a magistrates' clerk at assizes may appear confused or uncertain, as these are so much matters of routine that he may have no clear recollection of any particular case—unless he takes special notice at the time. The police should also take great care in obtaining statements from witnesses as to dates. These are of supreme importance in alibi cases. Thousands of people are unversed in the use of a calendar, and their nearest approach to fixing a date is to say "last Tuesday week" or "the Sunday before my sister went to hospital." Such witnesses are easy game in cross-examination, and will admit, with coaxing, that 16th July (for example) was what somebody told them. To the question "Who told you?" they will as likely as not say "Sergeant X," or whoever the police officer may be. A police officer will nearly always insist that a statement of a witness was taken down by him in the person's own words, without any prompting by questions or otherwise. It is therefore disastrous to the prosecution if counsel for the defence asks for the officer's note-book, and the following is revealed as the voluntary statement of a girl aged sixteen: "I am a single woman residing with my parents at —— and on the date in question (16th July) was on a visit to my relatives at ——. I there saw a group of youths in High-street at 5.45 p.m., among them being the defendant A, who is personally well-known to me." The solution of the problem appears to be for the witnesses to fix the date by some public event, such as a flower show, and for some official to be called to fix the date by the calendar.

Concurrent Jurisdiction in Divorce.

THE ABOVE produces results which are somewhat puzzling to the lay mind. In *Pratt* v. *Pratt*, 1927, 43 T.L.R. 523, the wife in 1924 had obtained a separation and maintenance order from the magistrates under the Summary Jurisdiction (Married Women) Act, 1895. In 1925 the magistrates discharged the order on the ground of the wife's alleged adultery. Thereupon the husband petitioned for dissolution of the marriage, and in 1926 the case was heard at Leicester Assizes. Mr. Justice SANKEY, after hearing the evidence tendered by the husband, came to the conclusion that the wife had not committed the alleged adultery, and dismissed the petition. The wife then applied to the magistrates, under the Criminal Justice Administration Act, 1914, s. 30 (3), to revive the maintenance order. The magistrates were advised that the finding of the learned judge at Assizes was a fact newly established that the wife had not committed adultery, and on this fresh evidence they revived the maintenance order. The husband appealed, but the Divisional Court upheld the order. Lord MERRIVALE stated that if it was once supposed that, because an order had been discharged upon an allegation of adultery before magistrates, the matter was closed finally—it would be a source of injustice. Mr. Justice BATESON agreed. The result is that the decision of a judge of assize is that of a court of record, and (on expiry of the time for appeal) is conclusive against all the world. Difficulty is caused in practice, however, when the wife is the petitioner, and insists that the magistrates were wrong in discharging her maintenance order on the ground of her adultery. When that has happened, the obvious course is to disclose the facts on the hearing of the petition, and to ask the court to exercise its discretion in the petitioner's favour. Such discretion is nowadays nearly always exercised. Petitioners often indignantly refuse to acquiesce, in which case the only course is to disclose the revocation of the magistrates' order, and to leave the petitioner in the witness box to convince the judge that the magistrates were wrong.

Sale of Poisons.

A RECENT Scottish case—*Linstead* v. *Simpson*, 1927, S.L.T. 644—is worthy of being noted as disclosing what many will regard as a serious lacuna in the Pharmacy Acts. There a duly qualified chemist and druggist was charged at the instance of the Registrar under the Pharmacy Acts that he "did keep an open shop for the retailing, dispensing or compounding of poisons, contrary to ss. 1 and 15 of the Pharmacy Act, 1868, as amended by s. 3, sub-s. (1), of the Poisons and Pharmacy Act, 1908, inasmuch as [he] not being personally present and *bona fide* conducting the sale aftermentioned, did by the hands of an assistant who was not a duly registered pharmaceutical chemist or chemist and druggist, sell" certain poison. Section 1 of the Act of 1868 makes it unlawful for any person to sell or keep open shop for retailing, dispensing or compounding poisons, unless he is a qualified chemist; and s. 3, sub-s. (1), of the Act of 1908 provides that "any person who, being a duly registered pharmaceutical chemist or chemist and druggist, carries on the business of pharmaceutical chemist or chemist and druggist shall, unless in every premises where the business is carried on the business is *bona fide* conducted by himself or some other duly registered pharmaceutical chemist or chemist and druggist . . . be guilty of an offence." Did an isolated sale of poison by an unregistered person, not in the presence of the defendant, constitute an infringement of the statutory provisions? The High Court of Justiciary, before which this case came by case stated, answered this question in the negative. In the course of his judgment the Lord Justice-Clerk said: "It is vain to suggest that 'conducting a business' is the equivalent of 'effecting a sale,' and yet that is what, it appears to me, the appellant's argument postulates. It is quite true that a sale may be, and is, part of a business, but a business is an aggregation of sales, and this was an isolated sale. The conclusive objection to the complaint . . . is to be found in the argument which was tendered in the Sheriff Court and which was sustained by the learned Sheriff Substitute: 'The statute does not provide that a sale must not take place except in the presence of the person who is *bona fide* conducting the business.'" The decision is probably a correct interpretation of the Acts under review, but as it affords little comfort to the public that poison may be dispensed by an unqualified person, there is obvious need for a tightening of the provisions on the subject so as to ensure safety as far, at all events, as proper qualifications can effect this obviously desirable object.

"Port" and Politics.

[COMMUNICATED.]

IN the issue of the "Law Journal" for 5th November there appears, on p. 312, an article under the above heading. It purports to deal with the law relating to "false trade descriptions" within the meaning of the Merchandise Marks Act, 1887, as particularly applied to the wine known as "Port."

This question has lately assumed a certain prominence both in the daily press and in professional and trade publications in consequence of two recent prosecutions under the Act, one at Chichester before the borough bench, on 25th October, and another at the Mansion House, on 1st November, each of which prosecutions resulted in a conviction.

The article in the "Law Journal" is not signed, and therefore the quarter from which it emanates must be a matter of surmise, but it contains, in the writer's opinion, so many inaccuracies, both as to facts and law, as to render it necessary to deal at some length with the subject.

The writer of the article lays down certain propositions, which may be summarised as follows:—

(*a*) Before 1914 wine might legally be described as port, no matter where it was produced, provided that it was wine of a port-like character.

(*b*) The effect of the Anglo-Portuguese Commercial Treaty Acts of 1914 and 1916, read together, is to limit the use of the description "port" to wine which, on importation into the United Kingdom, is accompanied by a certificate to the effect that it is a wine to which by the law of Portugal the description "port" may be applied.

(*c*) The Portuguese authorities have interpreted this as applying only to wine from the Douro district exported through Oporto, and refuse to certify any other wine.

Of these propositions (*b*) is accurate, while (*a*) and (*c*) are inaccurate and misleading.

The situation as regards port prior to 1914 was that the description meant both in fact and in law "a certain type of fortified sweet wine produced from grapes grown in the Douro district of Portugal and exported through the bar of Oporto," from which town the name of the wine was, of course, taken.

The Portuguese name for the town in Portugal from which port wine derives its name is Porto—which means "Harbour." The prefix "the" in Portuguese is the single letter "O." Thus we have "O Porto," or "the harbour"—hence the English name "Oporto."

Another instance may be found in the French "Le Havre," or "the harbour."

Port wine in Portugal is known as "Vinho do Porto" or in English "Wine of the harbour."

Several prosecutions took place in this country before the war under the Merchandise Marks Act, 1887, of traders who sold as port, wine which did not comply with the above definition, and convictions were obtained.

The position as to Burgundy was and is different. Owing perhaps to lack of vigilance, or a failure to appreciate the importance of the matter, on the part of the Burgundy producers and shippers, at a time when action by them might have been effective, wine produced elsewhere than in the Burgundy district of France, but possessing the general characteristics of the genuine article had, prior to 1914, come to be described as "Burgundy" on the English market. The result was and is that "Burgundy" has, by now, no doubt, become a generic term within the meaning of s. 18 of the Merchandise Marks Act, 1887. But in this connexion it should be noted that this section is in two parts. The second part, beginning with the words "Provided that etc.," would undoubtedly apply to Burgundy, and the consequence is that, even to-day, it would certainly be an offence against the Act of 1887 to sell, e.g., Australian Burgundy as "Burgundy" pure and simple without any qualifying words denoting its real country of origin.

In "Port" prosecutions, before 1914, it was necessary to produce evidence from the trade and the public as to what "port" meant, and in cases in which such evidence was produced and was accepted by the tribunal, convictions were obtained. In fact, the situation was the same in the case of port as it was in the case of, e.g., Witney blankets, sardines, and other articles of commerce, which have, in recent years, been the subject of such prosecutions. The necessity for producing such evidence has now been largely obviated by the Anglo-Portuguese Commercial Treaty Acts of 1914 and 1916, and to this extent only do these Acts affect the law as it was prior to the war.

As regards proposition (*c*) this is also a grave misstatement. The Portuguese authorities even prior to the year 1914 most stringently protected the use in that country of the term "port," and confined it to port properly so called, that is to say, according to the above definition. It is not correct to say that they have placed any interpretation upon the Anglo-Portuguese Commercial Treaty Acts which in any way differs from their previous law and practice. The Act of 1914 was not sufficiently precise to give effect to what was the existing Portuguese law and practice. Were it not for the amending Act of 1916 it would be possible for dishonest traders in Portugal to deceive shippers and consumers here, by exporting from Portugal red wine made, e.g., in Lisbon, but bearing some of the characteristics of port. The Portuguese authorities do not, and in 1914 did not, recognise the description "port" as being applicable to such wine, but obviously if it once reaches this country as port and is sold as such, detection is exceedingly difficult.

The writer of the article in the "Law Journal" goes on to discuss the case of *Hooper* v. *Riddle*, 1906, L.T., K.B. 424—wrongly given in the article as "1906, 75 L.J. 424."

In this case the defendant was summoned under the Merchandise Marks Act, 1887, for selling a bottle of wine to which a false trade description was applied, the false trade description alleged being "Stower's Tarragona Port (blended with wine produced from the finest foreign grapes)." It was proved that the contents of the bottle consisted as to one-third of a special kind of Tarragona wine known as "Mistella" which was unfit for drinking by itself and was imported for blending purposes, and as to two-thirds of a wine made in this country from the concentrated juice of grapes which were grown in Greece, and were imported into England in the form of "grape must." The case did not in any way turn upon the question whether the use of the words "Tarragona Port" was legitimate or not but it was submitted that the description as a whole was false because (*inter alia*) only one-third of the bottle consisted of Tarragona, and the contents had very little of the characteristics of that wine.

The magistrate dismissed the information, and on a case stated the Divisional Court held that on the facts as found it was not possible to say that the magistrate had come to a wrong conclusion.

If the false trade description alleged had been "Tarragona Port," which words were in fact much more prominent on the label than the words in brackets, and if evidence had been called, as it could have been, to show that port did not and could not come from Tarragona, it is conceivable that the result would have been different. Indeed, in his judgment Lord ALVERSTONE, C.J., says: "I express no opinion as to what ought to be found by any court which has to decide the facts on other evidence." If further support is needed for the suggestion that the description "Tarragona Port," if the question had been properly raised, would have been held to be false, such support is to be found in the judgment of Lord HEWART, C.J., in the case of *Sandeman* v. *Gold*, 1924, 1 K.B. 107.

In that case the defendant was charged with an offence under the Act of 1887, the false trade description alleged

being "Tarragona Port." The Lord Chief Justice begins his judgment at p. 109 by saying: "Even before 1914 it might have been difficult to justify such a sale as that which forms the subject of these proceedings." Enough has been written to show that the case of *Hooper* v. *Riddle*, which has been the sheet anchor of many defendants charged with offences under the Act of 1887 in relation to wine, really decided nothing, and was merely a finding of fact by a magistrate upon evidence presented to him, which finding of fact the Divisional Court would not, and it is submitted could not, reverse.

It may have been noticed that the recent port prosecutions have given rise to considerable agitation on the part of interested persons to have the term "port" extended to wines which have never been seen within the valley of the Douro or the town of Oporto. There has been a great tendency in the past for producers of new articles of commerce to attempt a short cut to commercial success by appropriating to themselves and their articles the old well-established trade descriptions whose reputations have taken generations and even centuries to build up. A purchaser of an article sold under a well-known trade description can in these days seldom be sure that it originates in the country or locality implied by its name. It is just as well, therefore, apart from all other considerations, that in the case of one article of commerce, namely port wine, a purchaser should be reasonably sure of getting the genuine product, and if producers and shippers of wines bearing the general characteristics of port, but produced in other countries or localities, have any faith at all in the quality of their goods, they should be sold under their own distinctive trade descriptions.

It seems unfortunate that the position as regards "port" should be mis-stated when a careful study of the terms of the Anglo-Portuguese Commercial Treaty will show that the advantages derived therefrom by British traders doing business with Portugal are in no way inferior to those accruing to the Portuguese.

"Immoral Purposes."

Section 1 of the Vagrancy Act, 1898, makes punishable, as a rogue and vagabond, "every male person who (*a*) knowingly lives wholly or in part on the earnings of prostitution, or (*b*) in any public place persistently solicits or importunes for immoral purposes."

There is a difference of opinion on the meaning of the second limb of this enactment. Although the enactment is quite general in its terms, the opinion is expressed by some that "immoral purposes" includes only sodomy or acts of indecency between males.

This view possibly does represent the intentions of those who framed the section. The section, however, has to be interpreted as it stands, and if it is in itself precise and unambiguous it is contrary to the rules of interpretation to go further. The meaning of the enacting words is primarily to be sought in themselves, taken in their ordinary sense. Unexpected results of their generality are no reason for forcing upon them a limitation they do not express.

It is quite clear that offenders can only be males. No one will deny that in ordinary speech, "immoral purposes" includes their illicit sexual connexion with females. So far as the law has spoken, immoral conduct covers such illicit connexion. In *Beneficed Clerk* v. *Lee*, 1897, A.C. 226, 13 T.L.R. 125, Lord Halsbury, delivering the judgment of the Judicial Committee, spoke of "acts of personal immorality, such as various forms of vice." Stephen, in Art. 245 of his "Digest of the Criminal Law," classes fornication as immorality. The Criminal Law Amendment Act, 1885, ss. 2 and 3, brackets together girl or woman "of known immoral character" and "common prostitute." The conclusion seems inescapable that a man who persistently solicits or importunes a woman or women in a public place to have sexual connexion with himself or another is liable to be convicted and punished under this statute.

If, in spite of the plain meaning of the words, a latent ambiguity be alleged, let us proceed, if we can, to resolve it. If the terms of the section are ambiguous, the intention of Parliament must be sought first in the statute itself. The statute itself is certainly not limited to offences of males with or in respect of males only, for paragraph (*a*), though it is probably wide enough to cover living on the earnings of male prostitutes, must have its almost exclusive application to living on the immoral earnings of females.

An examination of the common law and of statutes shows there were gaps in the law which it was the purpose of this enactment to fill. One gap was male persistently soliciting male. But another gap also existed, male persistently soliciting female. In the statute itself there is nothing to indicate that it intended to fill the one and leave the other.

Let us go further and assume the intention of the statute cannot be gathered from itself. What are the next guides? One is other legislation. Take the Vagrancy Acts as a whole. As they have been consistently interpreted, one of their purposes is to deal with several sorts of loose and disorderly people whose immoral practices offend the public or are against public morality. Prostitutes behaving indecently, persons exposing obscene prints, males exposing their persons with insulting intent are among those selected for the opprobrious epithets of "idle and disorderly person" or "rogue and vagabond." Making persistent overtures for immoral acts would seem naturally to fall into the same category of offences. If persistently in a public place soliciting a woman to commit fornication appears to some not to be properly included in that category, at least they can point to nothing in any other law which excludes it, either expressly or by implication.

If all the tests we have been examining fail, we are thrown back on Sir E. Coke's rules (set out in "Halsbury's Laws of England," Vol. 27, p. 132). So far as they can be applied to the present case, we have, in effect, already applied them. The common law was silent; the mischiefs for which it did not provide were persistent solicitation of male by male, or of female by male; the remedy appointed by Parliament lies before us in the statute.

The fourth test, what was the true reason of the remedy, is the very question in issue. We should say that it was to strengthen the law in suppressing immorality, the compulsion or incitement to which comes from males, where the public streets are their field of operation. Whether or not there was some limitation of this object present in the mind of Parliament might or might not be established by a reference to the Parliamentary debates, supplemented, perhaps, by investigations in blue books and the files of departments of State. No one is likely to argue that this is a proper course of proceeding.

A Conveyancer's Diary.

Probate to Special Executors.

A point of great importance in probate practice was considered by Lord Merrivale, P., in *Re the Estates of John and Amelia Gibbings*, 71 Sol. J. 911.

T, a testator, who died in 1890, by his will, devised realty to S.E. and W, his executors and trustees, in trust for his wife, W, for life, and subject thereto for his children in such shares as W might appoint. W died in 1926, having appointed to the children in equal shares. A general grant to her estate "save and except" "settled land" was made to E. An application made at the Principal Registry on behalf of S.E., as special executor, for a grant as respects the land settled by T's will, was refused by the Deputy Registrar on the ground, apparently,

that, according to the practice prevailing in the Registry, S.E., being a trustee of the settlement under S.L.A., 1925, s. 30 (3), only "until other trustees are appointed," was not a trustee of the settlement within Ad. of E.A., 1925, s. 22.

Lord Merrivale, P., held that S.E. was entitled to a grant as special executor, that is, a person who is a S.L.A. trustee by virtue of S.L.A., 1925, s. 30 (3), as well as a person who is S.L.A. trustee under, *ib.*, s. 30 (1), can apply for special representation to the estate of the tenant-for-life-estate-owner.

We have on several occasions expressed the opinion that there was no good reason for refusing a grant as special representatives to persons who are S.L.A. trustees under s. 30 (3). The fact that the sub-section only makes persons S.L.A. trustees "until other trustees are appointed" does not in any way affect their powers as trustees, but only limits the time during which they can act. Until other trustees are appointed, the personal representatives have *all* the powers of trustees of the settlement.

In last week's "Diary" (see p. 891, *ante*) a possible doubt was expressed as to the soundness of certain *dicta* of Romer, J., as to the meaning of "settled land" in Ad. of E.A., 1925, s. 22. The learned judge observed (see *Re Bridgett and Hayes Contract*, 71 Sol. J. 910) that "settled land" in that section did not include land which had ceased to be settled by the tenant for life's death. We drew attention to *Re James*, 162 L.T.J. 498, where Lord Merrivale, P., made a grant to the S.L.A. trustees as special representatives, notwithstanding that the land ceased to be settled at the tenant for life's death when an express trust for sale came into operation.

It is interesting to note that in *Re the Estates of John and Amelia Gibbings, supra*, the land ceased on the tenant for life's death to be settled—a statutory trust for sale came into operation by virtue of the land being held for persons entitled in undivided shares—but it seems to have been assumed that the land nevertheless continued to be "settled land" for the purpose of Ad. of E.A., 1925, s. 22. Judging from the report of the case, no special attention seems to have been given to that point before the learned President, and, as in *Re James, supra*, the matter was not contested. The case does, however, indicate that it is the practice of the Probate Division to treat land which ceases, by the death of the tenant for life, to be settled, as "settled land" for the purpose of Ad. of E.A., 1925, s. 22.

Production of Vesting Deed of Enfranchised Copyholds to the Steward.

So long as manorial incidents remain unextinguished as respects enfranchised land *an assurance* of land, or of any interest therein, must be produced to the steward of the manor for endorsement: L.P.A., 1922, s. 129 (1). The penalty for non-production within six months from the date of execution of the assurance is avoidance "so far as regards the grant or conveyance of a legal estate": *ib.*

The object of the provision is obvious: it ensures that the customary payments shall continue to be paid until the manorial incidents are extinguished: see I "Wolst. & Cherry," p. 12.

The L.P.A., 1922, does not, however, apparently, contain an exhaustive definition of an "assurance," for the purpose of the Act or any parts thereof. Section 129 (9) says that it is not to include a will (though probate and letters of administration must be produced) or certain other instruments, but that it is to include, amongst other things, an assent by a personal representative and a vesting declaration. No reference is made to a vesting deed at all. Is a vesting deed to be produced to the steward?

The essence of an assurance is what is aptly described in "Sheppard's Touchstone" (p. 1, n. (1)), as "the translation of property."

Hence, where a vesting deed operates to transfer the legal estate it has to be produced to the steward under s. 129 (1). This is the view expressed in the precedent books: see 3 "Prid.," 22nd ed., p. 314, n. (*k*); 2 K. & E. 12th ed., p. 693.

Suppose, however, the vesting deed does not operate to convey or transfer any interest in the property, but simply declares it to be vested in the tenant for life, i.e., where under a pre-1926 settlement the legal estate has been vested in the tenant for life by L.P.A., 1925, 1st Sched., Pt. II, paras. 3, 5, 6 (*c*). The precedent books are silent as to whether such a deed should be produced, but the better opinion seems to be that it need not. The vesting deed in such a case, though a necessary document of title, is not an assurance. It clearly is not a "conveyance" within the meaning of the L.P.A., 1922. Section 188 (16) defines a "conveyance" as including a "vesting instrument," and s. 188 (29) defines a "vesting instrument" as including a "vesting deed," which is defined (*ib.*) as "the instrument whereby the land is conveyed or vested." It is not, as in S.L.A., 1925, s. 117 (1) (xxxi), defined to include an instrument whereby land is "declared to be vested," etc.

Charges for Local Land Charges Certificates.

On p. 774 *ante.*, attention was drawn to the then high cost of official certificates of search for local land charges. Under the new rules (see p. 913, *infra*), which are dated 22nd September, 1927, but which do not come into operation until 1st December (r. 16 (3)), considerable and welcome reductions have been made in the charges to be made by local authorities for such certificates. The new rules—to be known as the Local Land Charges Rules, 1927—revoke the Local Land Charges Rules, 1925 (see 70 Sol. J., pp. 271, 287-8), but without prejudice to any right, obligation or liability acquired, accrued or incurred under those rules.

Correspondence.

Death Duties on Undivided Shares in Land.

Sir,—Referring to the article in a "Conveyancer's Diary," in your issue of the 5th inst., the Inland Revenue have for some time been treating undivided shares in land (held under an implied trust for sale created by the Law of Property Act) as personal estate, with the result that the amount of such proceeds of sale is treated as part of the residuary estate, for payment of legacy duty, and has to be included in Form No. 3 (Residuary Account).

It is observed that you do not agree with the attitude taken up by the Inland Revenue as respects undivided shares, and it seems worth while for the attention of the Council of the Law Society to be drawn to this matter so that they might take the matter up with the Revenue.

17th November. "Subscriber."

[We know that such is the Inland Revenue practice, but doubt whether it is correct. We have reason to believe that the matter has been receiving the attention of the Council of The Law Society.—Ed., *Sol. J.*]

"The Conveyancer's Notebook."

Sir,—The publisher (Mr. Effingham Wilson) has sent me, amongst others, your review of the second edition of my "Conveyancer's Notebook."

I very much regret that my attempt to save the publisher as much as possible on the printer's bill by adopting the original text has resulted in a rather bad arrangement of the book.

At the same time I think you will admit your reviewer has, no doubt unintentionally, accused me of saying something which I did not say. It is reported that I have said that "it is now 'illegal' that a purchaser shall accept a conveyance with the concurrence of equitable owners." It is not a fact

that I did say this, but "it is now illegal *to provide* that a purchaser shall accept, etc."—a far different statement. Section 42 of the Law of Property Act is definite on the point that a purchaser can call for the legal estate in the best way possible without such concurrence, but I have throughout the book shown I am greatly in favour of an equitable owner joining in a deed where, by so doing, the purchaser can be protected and costs saved.

It is also rather uncertain from the review whether the writer of it denies the accuracy of the statement that "The Act itself vests the legal estate in the tenant for life and not the vesting deed" or if it refers to the way in which the statement is made. I think it is fairly evident that I am speaking of the introduction of the vesting deed, and am using what I believe the schoolmaster calls "the present historic tense." The authority for the statement is of course para. 6 (*c*) of Pt. II of the 1st Sched. to the Law of Property Act, 1925.

Pardon my troubling you with this letter, but I think you will agree that it is justifiable under the above circumstances.

Newton Abbot.
14th November. A. H. Cosway.

[We agree that the reviewer's representation of Mr. Cosway's words on p. 8 is not quite accurate. But the statement actually made by Mr. Cosway does not accurately describe the position created by s. 42. The stipulations referred to in that section are to be "*void*" not "illegal."

No doubt what the reviewer had in mind when he wrote that "On p. 51 it is stated 'that the Act itself . . . vests the legal estate in the tenant for life and not the vesting deed,'" was to suggest that as a general statement of the law this was too wide. Where a tenant for life becomes entitled after 1925 to have the legal estate vested in him as trustee-estate-owner it is the vesting instrument that effects the vesting and not any Act: see S.L.A., 1925, ss. 4 (1), 6 (*b*), 7 (1). There seems to be nothing on p. 51 to suggest that the remarks made on that page are meant to apply only to the transitional provisions. Hence they may easily prove misleading.—Ed., *Sol. J.*]

Dashwood v. *Dashwood.*

Sir,—I have read this case as reported in 1927 W.N. pp. 276/7 and for the life of me I cannot follow the reasoning of Tomlin, J. I assume the correctness of his statement that there is not any direct authority on the point, but the order directing the stay reserved liberty to apply. What is the difference between an order itself and the schedule to the order, and why should not the terms of the schedule be observed without an application for specific performance or an injunction and then to base proceedings for contempt on any subsequent breach? It seems to me like the erroneous supposition that a dog is entitled to his first bite free, but I did not know that the Court of Chancery, after a man has consented to an order the terms of which he breaks, can say: true, the terms were assented to, but in a schedule and not in the body of the order. If Tomlin, J., be right the law is indeed a "hass" and Dickens wrote in vain.

London, E.C.2. E. T. Hargraves.
14th November.

[The clue to Mr. Justice Tomlin's decision is found in the first sentence of his judgment as reported on p. 911, *infra*. The case—involving the question of committal for contempt—affected the liberty of the subject. Encroachments on such liberty, even in modern times, are not as lightly made by the judicial as by the executive and legislative branches of government. Further, committal is after all a somewhat technical procedure. Finally the essence of the matter contained in the schedule lay in agreement. It was an agreement sanctioned by the court. The case is obviously one near the border line, but with great respect we conclude that the learned judge came down on the right side of that line.—Ed., *Sol. J.*].

Reviews.

Underhill and Strahan's Principles of the Interpretation of Wills and Settlements. 3rd Edition. By J. B. Richardson, M.A., LL.B. Medium 8vo. pp. lxviii, 313 and (Index) 41. London: Butterworth & Co. (Publishers), Ltd. 17s. 6d. net.

This book, despite its title, deals almost exclusively with rules of construction—an extremely difficult subject, demanding great care in its treatment. The learned authors have, very properly in a text-book of this character, confined their attention to a statement of general principles, omitting references to special cases dealing with the interpretation of special words used by a settlor or testator. It is recognised that, on the whole, this statement has been made with commendable clarity and accuracy.

In the present edition the changes wrought by the recent Property Statutes have been dealt with in a curious way. Comparatively little is said of them throughout the book, save that at intervals there appear *en masse* various sections of the new Acts, quoted verbatim and without explanation. It is suggested that the better plan would have been to explain the new provisions more fully where they directly affect the text, and to omit those portions which have no direct bearing on rules of construction. The new legislation may be said to be "appended" rather than "incorporated."

On p. 170 it is said that "there is no rule of law applicable to limitations of personalty like the rule in *Shelley's Case* (*Re Jeaffreson*, 1866, 2 Eq. 276.)" Is not this stating a controversial point with too much confidence? There are, undoubtedly, several cases in favour of this view, though *Re Jeaffreson* seems merely to decide that no such rule will apply to personalty if there is in the instrument in question a clear contrary intention shown. There are, however, authorities clearly opposed to the view expressed by this work; for instance, *Comfort* v. *Brown*, 10 Ch. D. 146, and Fearne on "Contingent Remainders," 10th Ed., at p. 307.

In Art. 65, which treats of intermediate income on contingent gifts, the following proposition is laid down: "A contingent general legacy does not carry interest, nor does a specific legacy carry intermediate income, unless . . . (*b*) the legatee is an infant with regard to whom the testator is parent, or *in loco parentis*, and has not provided any other fund for his maintenance" . . . It is suggested that though the article is dealing with contingent legacies, yet the general principle should be set out, namely, that, as a rule, a legacy *payable in futuro* does not carry intermediate income, whether it is vested or contingent, see Arden, M.R., in *Crickett* v. *Bolby*, 3 Ves. 10. Further, the exception quoted above seems too wide: see *Re Abrahams*, 1911, 1 Ch. 108, which appears to limit its application to cases where the contingency has some connexion with the period of infancy. There being no reference to *Re Abrahams*, we are deprived of the editor's opinion as to whether that case has been overruled by the Law of Property Act, 1925, s. 175, a point on which there seems to be some difference of opinion.

In the report of *Re Ibbetson*, on p. 240, "deceased father" should read "deceased mother."

The book is not intended to be a compendium of cases, but as a guide to rules of construction it is useful to practitioners and should appeal to students whose course of learning covers this difficult ground. It has the rare merit of treating with wills and settlements together.

Trade Unions and the Law. By Arthur Henderson. 1927. London: Ernest Benn Ltd. 286 pp. 8s. 6d.

All who have at any time been called upon to expound trade union law to students or laymen, will agree that there is no branch of our law which is more difficult to explain simply, concisely and accurately. The author of this new work appears to have set himself this difficult task of explaining

to laymen the law as it affects trade unions. He treats briefly of the early history of trade unions, of their status and powers, and their legal responsibilities. He explains the limitations of the courts' jurisdiction in union matters and deals with the right to strike and the legality of political action. The chapters on the position of trade unions as friendly societies and in connexion with Health and Unemployment Insurance, Workmen's Compensation and Arbitration are particularly valuable.

The general arrangement of the book is good. The law (as altered by the Act of 1927) is accurately stated without political bias or colour, and is, on the whole, in language that can be followed and understood by a layman. There are, however, one or two minor blemishes, such as misprints (see for example pp. 17, 20), and a needless repetition (pp. 29, 36). On p. 48 reference is made to "Law of Property Act, 1922, s. 106," instead of Law of Property Act, 1925, 7th Sched.; and on p. 49 "1927" is given as "the date of the commencement of the Trade Union and Trade Disputes Act, 1927.

Mr. J. R. Clynes has written a short foreword and Sir Henry Slesser a preface to the book.

The Small Holdings and Allotments Acts, 1908–1926, and *The Acquisition of Land (Assessment of Compensation) Act*, 1919, with Explanatory Notes and Forms for use under the Acts. By AUBREY J. SPENCER, M.A. Third edition. London: Stevens & Sons, Ltd. xx and 356 pp. 12s. 6d. net.

This work is really a third edition of the author's "Small Holdings and Allotments Act, 1908." The provisions of that consolidating Act as respects small holdings have been amended by the Land Settlement (Facilities) Act, 1919, and the Small Holdings and Allotment Act, 1926; the enactments relating to allotments have been considerably altered by the Allotments Acts, 1922 and 1925; and the question of assessing compensation on the acquisition of land under these Acts or for other purposes by public authorities is now governed by the Acquisition of Land (Assessment of Compensation) Act, 1919.

All these Acts have been conveniently printed within the covers of one volume. Their general effect is discussed and the various sections are briefly explained and well annotated. The rules and regulations made under these six Acts have been added in an appendix, and in a second appendix are printed several forms for use under the Acts.

The book seems to be an invaluable guide to those who are called upon to administer or advise upon the administration of this somewhat complicated branch of our law.

Books Received.

Council of Legal Education Calendar. 1927–28. pp. xii and 203. Offices of the Council, 15, Old Square, Lincoln's Inn, W.C.2. 3s. 6d. net.

The Bombay Law Journal. Vol. V. No. 6. November, 1927. G. M. PANDYA, The Maneck Printing Press, Anand Nivas, Tribhuvan-road, Bombay 4.

The Councillor's Manual. Being a Guide to Scottish Local Government in Burgs, Parishes and Counties. Twelfth Edition. Revised and Enlarged. 1927. Crown 8vo. pp. lxviii and Section A (Local Government), 375 pp.; Section B (Police Acts), 49 pp.; Section C (Contagious Diseases (Animals) Acts), 64 pp.; Section D, (Roads and Bridges Acts), 153 pp.; Section E (Parish Councils), 36 pp.; Section F (Poor Law Acts), 90 pp.; Section G (Lunacy Acts), 109 pp.; Section H (Burgh Acts), 263 pp.; Section I (Public Health, Housing, etc.), 382 pp.; Section J (Weights and Measures Acts), 56 pp.; Section K (Valuation of Land Acts), 45 pp.; Section L (Miscellaneous Acts), 233 pp.; Section M (Licensing), 63 pp.; and Section N (Lighting and Tramways), 221 pp. W. Green & Son, Ltd., Law Publishers, Edinburgh. 25s. net.

Journal of Comparative Legislation and International Law. Edited for the Society of Comparative Legislation by F. P. WALTON, K.C. (Quebec), LL.D. Third Series. Vol. IX. Part IV. November, 1927. London: Society of Comparative Legislation, 1, Elm-court, Temple, E.C.4. 6s. net.

The Law Quarterly Review. Vol. XLIII. No. 172. October, 1927. A. S. GOODHART, M.A., LL.M., Barrister-at-Law. London: Stevens & Sons, Ltd., Chancery-lane. Canada and United States of America; The Carswell Co., Ltd., Toronto, Canada. 6s. net.

Palmer's Company Precedents for use in relation to Companies subject to the Companies Acts, 1908 *to* 1917. Part II. Winding Up Forms and Practice. With copious Notes and an Appendix containing Acts and Rules. Thirteenth Edition. 1927. ALFRED F. TOPHAM, LL.M., K.C., and H. WYNN PARRY, M.A., B.C.L., of Lincoln's Inn, Barrister-at-Law. Medium 8vo. pp. clvx and 1,462 (with Index). Stevens and Sons, Ltd., Law Publishers, Chancery-lane. £2 net. (Parts I, II and III—£7 10s. net.)

In Parliament.

Questions to Ministers.

LICENSING LAWS.

Replying to Sir F. Meyer (Great Yarmouth, U.), Mr. BALDWIN said he was aware that there were many points in the existing licensing laws which might be said to dissatisfy different sets of opinions; and the whole question was under the consideration of the Government, who were not prepared to make a statement at present.

THE HOUSING SUBSIDY.

Mr. CHAMBERLAIN informed Mr. Stephen (Glasgow, Camlachie, Lab.) that the total Exchequer payments made since 1919 in respect of housing schemes in England and Wales to 12th November, 1927, amounted to £58,900,669. The following amounts had been paid in respect of schemes in the county boroughs named: Liverpool, £1,707,533; Manchester, £920,001; and Birmingham, £1,408,733.

BILLS DROPPED.

Mr. BALDWIN, Prime Minister (Bewdley), replying to Mr. Hore-Belisha (Plymouth, Devonport, L.), said that, in view of the state of Parliamentary business, it would not be possible to proceed with the Companies Bill this Session. Sir W. JOYNSON-HICKS, in reply to another question, said that the Aliens Restriction (Amendment) Bill would have to be postponed till next Session.

BONA FIDE TRAVELLERS.

Sir W. JOYNSON-HICKS, Home Secretary (Twickenham), replying to Captain Crookshank (Gainsborough, U.), who asked whether he intended to take any action this Session to deal with the licensing restrictions applying to *bona-fide* travellers, said that he was constantly receiving resolutions and letters on both sides. The Government had to ascertain where the balance of truth lay, and it might be necessary to appoint a Commission.

NEW JUDGES.

Mr. G. JONES (Stoke Newington, U.), asked whether, having regard to the number of causes awaiting trial and the inconvenience and loss caused to the public by the consequential delay, the Government proposed to take the necessary steps to fill the vacancies caused by the death of Mr. Justice Fraser and the promotion of Mr. Justice Greer.

Sir T. INSKIP, Solicitor-General (Bristol, Central): The Government have decided to ask Parliament for the necessary sanction to fill the vacancies, and the Lord Chancellor has put down a resolution for discussion in another place on the 30th of this month. It is hoped to find time for discussion of a similar resolution in this House before the end of the Session.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in triplicate. Each copy to contain the name and address of the subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

UNDIVIDED SHARES—POWERS OF OWNERS OF MOIETY TO COMPEL SALE.

1042. *Q.* A testator, who died in 1902, by his will appointed B and C executors and trustees thereof, and, after bequeathing an annuity to his wife, directed his trustees to sell and convert his residuary real and personal estate, and bequeathed the ultimate residue thereof (subject to providing for the annuity), in trust as to one moiety for B, and as to the other moiety for D and E in equal shares, absolutely. No fund was raised to provide the annuity. The real estate was not sold, but in 1907 was conveyed by the said trustees, as to one moiety to B in fee simple, and as to the other moiety to D and E in fee simple as tenants in common in equal shares, freed from the trusts and powers concerning the same contained in the will, but subject to the future payment of the annuity. This payment was duly made to testator's widow, who died in 1926. B died in 1913, having made a will and appointed executors and trustees thereof. C and D are still living and now desire a sale of the properties, but B's trustees refuse to sell. Neither the entirety nor any share of the properties has been incumbered. On the above facts, (1) Can D and E, together owners of a moiety, compel B's trustees to join with them in selling the properties? (2) In whom is the entirety of the properties now vested, having regard to the terms of (1) and (2) of Pt. IV of the 1st Sched. to the L.P.A., 1925, and to the fact that, at the end of 1925, the entirety was not vested either in trustees or in beneficial owners?

A. It is to be noted that, although the land the subject of the above question became "settled land" within the S.L.A., 1925, s. 1 (1) (v), on 1st January, 1926, it was not settled land within the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (3), see *re Ryder and Steadman*, 1927, 2 Ch. 62, *ante*, p. 451. Therefore, assuming that the trustees of B's will are not also sole beneficiaries, this appears to be a 1 (4) case, and the property has vested in the Public Trustee, who alone can sell until a new appointment is made, but not until, under para. 1 (4) (ii), he has been requested to sell by persons interested in more than half. Possibly if one of B's beneficiaries agrees with C and D, the three can either direct the Public Trustee to act under (ii), or appoint themselves or others to act under (iii), in either case notifying the Public Trustee or appointed trustees, in accordance with s. 26 (3) as revised by the L.P. (Amend.) Act, 1926, that they desire a sale. The position where some trustees or beneficiaries desire an immediate sale or partition, but others wish to hold is discussed in the answers to *QQ.* 124, p. 340, vol. 70, and 939, p. 706, *ante*, to which the questioners are referred. Therefore, in answer to the questions: (1) Only if a court, invoked by D and E, so orders; and (2) as above, in the Public Trustee.

WRIT OF ELEGIT AGAINST COMPANY IN VOLUNTARY LIQUIDATION—PROCEDURE.

1043. *Q.* A sued "B Company Limited," obtained judgment and proceeded to execution which proved abortive. Subsequently but less than twelve months from date of judgment a writ of elegit was issued, and registered in the Land Registry. Sometime after the registration of the writ of elegit, but within a year after the date of judgment, the company went into voluntary liquidation by passsing an extraordinary resolution to wind up on account of liabilities. A search of the company's file shows that a formal notice of the appointment of the liquidator was filed, but since then nothing has been done by the liquidator and no document has since been registered by the company. More than twelve months have now expired since the registration of the writ of elegit at the Land Registry, but it would appear from the provisions of s. 195, sub-s. (3) (ii) and (iii) of the L.P.A., 1925, that the writ of elegit is ineffective. It would also appear that the passing of resolutions for voluntary winding up does not stay any proceedings or invalidate executions or distress, or prevent actions or other proceedings being brought or continued against the company without the leave of the court (*vide* "Halsbury," vol. 5, para. 1006). What course should now be pursued for the benefit of the judgment creditor?

A. Assuming that the company has a legal interest in land, the L.P.A., 1925, s. 195 (3) (ii), *supra*, gives the judgment creditors liberty after the expiration of the year to take proceedings to enforce their charge, and consequently, after inquisition and return, they can peaceably take possession of the premises subject to the writ, or, if hindered from doing so, bring an action to obtain possession. They can also obtain an order for sale under the Judgments Act, 1864, s. 4. Whether the liquidator can successfully apply to stay such proceedings will of course depend on all the circumstances.

UNDIVIDED SHARES—DEATH OF OWNER OF ONE SHARE IN 1925 AND OF OWNER OF ANOTHER SHARE IN 1926—LEAVING OWNER OF ONE SHARE SURVIVING—TITLE.

1044. *Q.* A testator in 1883 left all his property consisting of realty and personalty to his trustees under a trust for sale and divisible equally between his five children. In 1894 two of the brothers were paid their share in cash, and the real estate was conveyed to the remaining brother and his two sisters as tenants in common for their share of the estate. Both the sisters died intestate and not married, the one in 1925 and the other in 1926. Letters of administration of their two estates were taken out this year by the two surviving brothers; one was a brother who owned a one-third share of the real estate, and the other had no interest in the property. One of the houses has now been sold and will it be necessary, before the transaction can be carried through, to appoint trustees? If not, who should convey and in what capacity?

A. This is clearly a case falling within L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4). Hence the legal estate is vested in the Public Trustee. The two surviving brothers can appoint themselves to replace the Public Trustee and they will then make title as trustees for sale.

CHARGE OF INSTALMENTS OF UNPAID PURCHASE MONEY—WHETHER AFFECTING FUTURE PURCHASER.

1045. *Q.* A and B were partners, and on 1st January, 1926, part of the partnership assets consisted of freehold houses which had been conveyed to the partners as joint tenants, and which were charged by the firm to a bank to secure moneys from time to time lent to the firm by the bank. B died in 1927, having by his will appointed C sole executor thereof, and a deed has recently been entered into between A and C varying the terms in the partnership deed for acquisition by A of B's share of the partnership assets and providing for the payment of the purchase money by instalments, and by the deed A charged the freehold houses (subject to the moneys owing to the bank) with the payment to C of the purchase money. It was also provided by the deed that A should sell the freeholds as soon as possible and that an agreed proportion

of the proceeds should be paid to C in part payment of the moneys payable to him under the said deed. C gave notice of his charge to the bank and registered the deed as a land charge. A has now agreed to sell one or more of the freehold houses, and it is understood that he has executed a deed appointing D as a trustee to act with himself to convey such property to the purchaser.

(1) Is the charge given by A to C a valid charge, and if not, what steps should C take to obtain a valid security ?

(2) Is the bank entitled to priority over C in respect of any moneys advanced by them (*a*) to A after B's death, and before the bank received notice of C's charge, or (*b*) to A or to A and D subsequently to notice of the charge ?

(3) Can the purchaser of the freehold property disregard the land charge ?

A. The questioners do not make it clear whether the charge in C's favour is effected by a formal conveyance or creation of a term, or is merely equitable. If the former, it takes effect as a legal estate, and, the purchaser having notice of it under s. 198 (1) of the L.P.A., 1925, is bound to see that he gets it in. But if it is merely an equitable charge, then, by s. 2 (2), as revised by the L.P. (Amend.) A., 1926, Schedule, it is over-reached by the conveyance, and attaches to the proceeds of sale. In answer to the questions put, therefore—

(1) In either case it is a valid charge, in the sense that it cannot be disregarded by A and D, but it binds a purchaser only as above.

(2) Having regard to the L.P.A., 1925, s. 94, as amended by the L.P. (Amend.) A., 1926, Schedule (*a*) is answered in the affirmative, and (*b*) in the negative, unless the security to the bank was within s. 94 (1) (*c*).

(3) This will depend, as above, on the form of the charge.

High Court—Chancery Division.

In re **Bridgett and Hayes Contract.**

Romer, J. 27th October.

Settled Land—Settlement—Death of Tenant for Life terminating—Grant of Probate to Executor of Tenant for Life—Sale of Settled Land by Him—Validity of Sale—Law of Property Act, 1925 (15 Geo. 5, c. 20), s. 204, sub-s. (1)—Administration of Estates Act, 1925 (15 Geo. 5, c. 23), ss. 22, sub-s. (1) and 37, sub-s. (1).

Section 22, sub-s. (1), of the Administration of Estates Act, 1925, does not apply where the settlement comes to an end on the death of the tenant for life, and accordingly his executor when constituted can sell and he is not deemed to have appointed the sole surviving trustee of the settlement as his special executor pursuant to such section.

Vendor and purchaser summons. This was a summons by the purchaser asking for a declaration that the objections to the title had not been sufficiently answered and that a good title to the property had not been shown. The facts were as follows: By her will dated 18th March, 1875, C. Stoneley appointed three trustees and devised her real estate and the residue of her personal estate to her trustees upon trust to pay the rents and profits thereof to her niece E. M. Bridgett for her separate use independently of any husband she should marry, and from and after her death upon trust for her children (if any) and if (as happened) she should die without leaving a child or children living at her death, upon trust for sale as therein mentioned. C. Stoneley died on 19th March, 1875. On 5th November, 1888, E. M. Bridgett married one W. Thorneley. Two of the trustees of the will died in 1891. By her will dated 6th February, 1922, E. M. Thorneley appointed T. W. Bridgett to be the sole executor thereof. On 1st January, 1926, E. M. Thorneley was tenant for life and J. Jackson was the sole trustee of the will. E. M. Thorneley died on 17th January, 1926, and a general grant of probate of her will was made to T. W. Bridgett. By a contract in writing dated 15th December, 1926, T. W. Bridgett (who therein was expressed to be contracting to sell as personal representative) agreed to sell and G. W. Hayes agreed to purchase certain leaseholds forming part of the trust estate held under the will of C. Stoneley. On 21st January, 1927, by a deed of appointment J. Jackson appointed T. W. Bridgett and M. Bridgett to be new trustees in the place of the two deceased trustees and of him J. Jackson, who wished to retire from the trust, and the trust premises were vested in the new trustees for all such estate and interest as the retiring trustees had therein. The purchaser objected to the title on the ground that J. Jackson, as surviving trustee for the purpose of the Settled Land Act, 1925, of the settlement subsisting under the will of C. Stoneley, must be deemed to have been appointed by E. M. Thorneley, the tenant for life, as her special executor in relation to the settled land; that the legal estate in the property was vested in him as such special executor; and accordingly that title could not be made till the following steps were taken, namely: (1) the grant of probate to E. M. Thorneley's executor was revoked so far as it relates to the settled land; (2) a re-grant of probate limited to the settled land is made to J. Jackson; (3) J. Jackson as special executor assents to the vesting of the property in T. W. Bridgett and M. Bridgett as trustees for sale, or joins with such trustees in assigning the property to the purchaser. It was contended on behalf of the vendor that J. Jackson was not, at the death of E. M. Thorneley, a trustee of the settlement for the purposes of the Settled Land Act, 1925, or else the legal estate or term in the property was vested in him as a special executor of E. M. Thorneley. It was also contended by the vendor that, as he had obtained a general unlimited grant of probate to the estate of E. M. Thorneley, (*a*) he was her personal representative with respect to the settled land so long as that grant remained unrevoked and unvaried, and that a good title to the property could be made either by an assent in writing by himself to the vesting of the property in himself and M. Bridgett as the joint trustees of the will of C. Stoneley, upon trust for sale, and by a subsequent assignment by them to the purchaser or by an assignment of the property to the purchaser by the vendor alone as such personal representative.

Romer, J., after stating the facts, said: As from the date of the grant of probate to Bridgett, wherever the legal estate of the property might have been as between the date of the death of the tenant for life and the grant of probate, the legal estate in the land vested in him and he could, while that act of probate remained unrevoked, properly convey the legal estate in the property to the purchaser (see s. 104, sub-s. (1), of the Law of Property Act, 1925). Further, the purchaser would be protected in the event of any subsequent revocation of that grant of probate by s. 37, sub-s. (1), of the Administration of Estates Act, 1925. But it is contended on behalf of the purchaser that by virtue of s. 22, sub-s. (1), of that Act the tenant for life must be deemed to have appointed as her special executor in regard to the settled land the person who up to the date of her death was the sole surviving trustee for the purposes of the Settled Land Act. It was conceded on both sides that on the death of the tenant for life the settlement came to an end. Before anyone can go to the Court of Probate and get probate, specially limited to the settled land granted to him, he must be able to say that he is to be deemed to have been appointed special executor of the land, because at the death of the tenant for life he was the trustee of the settlement thereof. But he can only say that in relation to a settlement then existing, and in this case the settlement had come to an end on the death of the tenant for life. For these reasons I hold that s. 22, sub-s. (1), of the Administration of Estates Act, 1925, does not apply in a case like the present one,

where upon the death of the tenant for life the settlement previously existing up to the date of the death came to an end.

COUNSEL: *G. P. Slade; Watmough.*

SOLICITORS: *Hedley Norris & Co.*, for *Cumberbirch & Potts*, Macclesfield; *Downer & Johnson.*

[Reported by L. M. MAY Esq., Barrister-at-Law.]

Dashwood *v.* Dashwood and Another.

Tomlin, J. November 1.

PRACTICE—SCHEDULED TERMS TO CONSENT ORDER—BREACH—REMEDY—CONTEMPT OR SPECIFIC PERFORMANCE OF TERMS—INJUNCTION.

There is a distinction between a case where there is in the body of an order an express direction or undertaking, and a case where the court is merely staying the action on terms which the parties have agreed, and only keeping the action alive for the purpose of enforcing those terms. In the latter case the terms are not an order of the court capable of being enforced by proceedings for contempt, but must be enforced by an action for specific performance of the terms or for an injunction to restrain breach of the terms, followed by proceedings for contempt in the event of further breach, while in the former case contempt proceedings can be launched forthwith on breach.

Motion for committal or attachment.

This was a motion for committal of or the issue of a writ of attachment against the plaintiff on the ground that he had carried on the business of an undertaker within a radius of three miles from the Guildhall, Portsmouth, by soliciting orders within this radius by means of circulars, contrary to the covenant or undertaking in the schedule to a consent order in a partnership action. The facts being that one William Henry Dashwood brought an action against V. L. Dashwood and A. F. Dashwood for dissolution of partnership, and an order was made by consent in that action that all further proceedings therein be stayed "except so far as may be necessary for the purpose of carrying this order and the terms agreed between the parties and set out in the schedule hereto into effect." The scheduled terms confirmed the defendant's right to purchase the plaintiffs' share in the capital, goodwill and assets of the partnership, subject to certain modifications of the articles, one being that the plaintiff would not for three years from 19th November, 1926, be directly or indirectly concerned or interested in any capacity in the business of an undertaker or funeral furnisher or carriage master within a radius of 3 miles from the Guildhall, Portsmouth, except as provided in another section, which allowed the plaintiff to execute orders for funerals in the city of Portsmouth. A preliminary point was taken that committal or attachment did not lie until an order for specific performance of the agreement in the schedule or an injunction had been obtained.

TOMLIN, J., after stating the facts, said: This case raises a point of some importance, as it affects indirectly the liberty of the subject. The question is whether when an order is made by consent staying an action on terms set out in a schedule to the order, and one of the parties fails to comply with the terms, the remedy of the injured party is for contempt by way of motion for attachment or committal, or whether his proper course is first to take proceedings, either independently or in the action, to enforce the terms by obtaining against the offending party an order for specific performance, or an injunction restraining him from breaking the terms. It is curious that there is no direct authority on the point, and I have to make up my mind independently of authority which is the right view. It is contended by Mr. Gray that the terms scheduled to the order operate either as an order binding the offending party to do or abstain from doing the matters mentioned in the order, or as an undertaking by him to the court to do or abstain from doing them. Against this, it is contended that there is a distinction between a case where there is in the body of the order an express direction or undertaking and a case like the present one. In the present case the court is staying the action on terms which the parties have agreed, and only keeping it alive to the extent necessary to enable any party thereafter to enforce the terms. It seems to follow that the terms in the schedule are not an order of the court which ought directly to be enforced by proceedings for contempt. The proper course is to apply for specific performance or an injunction, and then to base proceedings for contempt on any subsequent breach. The application therefore fails and must be dismissed with costs.

COUNSEL: *J. N. Gray; Swords.*

SOLICITORS: *Mills & Morley*, for *F. O. Goodman*, Portsmouth; *Cardew, Smith & Ross*, for *Bramsdon & Childs*, Portsmouth.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In re the Estates of John and Amelia Gibbings, deceased.

Lord Merrivale, P. 26th October and 7th November.

PROBATE—SETTLED LAND—TENANT FOR LIFE—LAND SETTLED PRIOR TO DEATH AND NOT BY WILL—GRANT LIMITED TO SETTLED LAND TO SURVIVING EXECUTOR OF WILL OF TENANT FOR LIFE AS TRUSTEE OF SETTLEMENT—ADMINISTRATION OF ESTATES ACT, 1925, 15 GEO. 5, c. 23, ss. 1, 13, 22—SETTLED LAND ACT, 1925, 15 GEO. 5, c. 18, s. 30 (1) (iii).

Grants of probate to special executors are not to be confined to those persons whose qualifications fall within s. 30 (1) *of the Settled Land Act*, 1925, *and the effect of that statute is not to limit the operation of the Administration of Estates Act*, 1925, *ss.* 1, 13 *and* 22.

This was a motion for a grant of probate under the following circumstances. John Gibbings died on 20th December, 1890, having by his will appointed as executors his wife, Amelia Gibbings, since deceased, and his son, Frederick John Gibbings. By his will he settled realty, the subject of the present application, upon trust for his wife for life and subject thereto for his children in such shares as she might appoint. Amelia Gibbings died on 20th April, 1926, after having by successive deeds and ultimately by her will appointed the property among all her children in equal shares. Her sole executor was another son, Charles Edwin Gibbings, to whom in due course general probate of her will was granted "save and except" settled land, the settled land being that devised by her husband and accordingly settled previously to his death, and not by her will within the meaning of the Administration of Estates Act, 1925, s. 22. Frederick John Gibbings, on 29th March, 1927, appointed (*a*) Charles Edwin Gibbings to act with him as an additional trustee pursuant to the Settled Land Act, 1925, s. 30 (3), of the settlement created by the will of John Gibbings, and (*b*) two persons his attorneys, being himself resident without the jurisdiction, for the purpose of obtaining for him as special executor a grant of probate of the will of Amelia Gibbings limited to the settled land. On application by the attorneys in the Principal Registry for a grant accordingly, the Deputy Registrar held, that according to the practice prevailing in the Registry, Frederick John Gibbings was not entitled to a grant as special executor and refused the application. Frederick John Gibbings then applied to the court for a grant, and on 23rd August, 1927, Clauson, J., sitting as vacation judge, adjourned the application to be dealt with on motion in the Probate Division. Counsel for the applicant moved accordingly.

Lord MERRIVALE, P., after referring to the Statutes of 1925, dealing with settled land, on which the question to be decided depended, and the Non-Contentious Probate Rules, 116, 118, said

that the difficulty arose from the view taken hitherto as to the effect of the Settled Land Act, 1925, s. 30 (1), grants as to special executors having been so far made to applicants falling within the clauses there defined, whose qualifications for the office existed at the death of the tenant for life, whilst other applicants, whose qualifications for it arose after the death of the tenant for life, were considered entitled to a grant with the will annexed upon clearing off special executors in the usual way. The operation, however, of the Administration of Estates Act, 1925, ss. 1, 13 and 22, was not in his judgment so limited by the Settled Land Act, 1925, s. 30 (1), as to exclude the present applicant from taking a grant. He thought that the applicant was entitled to the grant under the combined effect of ss. 1 and 22 of the former Act. The grant would issue to him as special executor limited to the realty in question in his character of trustee of the settlement.

COUNSEL: *R. M. Middleton*, for the applicant.

SOLICITORS: *Torr and Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Solicitors' Managing Clerks' Association.

FESTIVAL DINNER.

The Solicitors' Managing Clerks' Association held their twenty-second festival dinner at the Hotel Great Central on Thursday, the 17th inst., Mr. Frank Smith (President) in the chair. The distinguished company included The Earl of Birkenhead, P.C., Mr. Justice Eve, Mr. Justice Romer, Sir Thomas Inskip, K.C., M.P. (Solicitor-General), Master Baker, Sir T. Willes Chitty, K.C., Sir Patrick Hastings, K.C., Sir Walter Schwabe, K.C., Mr. F. H. Maugham, K.C., B.A., Mr. J. W. Galbraith, K.C., M.P., Mr. A. S. Comyns Carr, K.C., Mr. J. Arthur Barratt, K.C., Mr. C. J. Conway, K.C., Mr. H. P. Macmillan, M.A., LL.D., K.C., Mr. Gavin T. Simonds, K.C., Mr. W. B. Spens, K.C., Mr. Owen Thompson, K.C., Mr. G. A. Bennett, K.C., Mr. A. Grant, K.C., Mr. J. Whitehead, K.C., Mr. Registrar Periera, Sir Percy Simmons, K.C.V.O., J.P., Mr. Henry Morgan, F.S.I.A.A., Mr. Cecil Havers, Mr. Ronald F. Roxburgh, Mr. W. M. Woodhouse, Mr. G. Shilton (Registrar of West London County Court), Mr. William Harding, O.B.E., Mr. C. M. Fowler, Mr. P. F. Froud, Mr. W. F. Gillham and Mr. W. J. Talbot. About 430 were present.

Lord BIRKENHEAD proposed the toast of "The Association." He said that everybody practising at the Bar was imbued with a feeling of the importance of the managing clerks. He himself retained an ardent recollection of the merits of those who composed the Association. It was, of course, an absolute fallacy to suppose that the great legal work of the nation was done either in the chambers of learned counsel, in His Majesty's courts of justice, or even in the private rooms of the partners of the great legal firms of solicitors. Those he was addressing knew better. The great majestic machine of the law was, had been, and would be in the hands of the managing clerks. The efforts of counsel, except in unusual cases of which it would ill become him to speak, were founded upon the instructions which they received from solicitors; but nobody supposed that their briefs were provided by the prosperous partners in the great firms of solicitors. On the contrary, the slightest claim to experience would show that briefs, in almost every case, were prepared by the managing clerks, and where that was not so the cases were lost. They travelled in effect from the men of the managing clerks' rooms who conducted the cases, and he well remembered how welcome were the visits of the fraternity to his chambers in his early and struggling days at the Bar. He saluted their branch of the profession. He always deprecated the use of the terms the higher and lower branches of the profession. It was an old controversy, on which at the moment he offered no opinion, whether there should or should not be fusion of the two branches of the legal profession. It was a somewhat interesting circumstance that, taking the case of that great Anglo-Saxon community which had absorbed the spirit of our jurisprudence upon its scientific side, and followed our example in so many matters of questions of procedure, had departed from our practice in and had obliterated the distinction between the two members of the profession. He wished to make it quite clear that he contemplated with admiration the educational efforts which, with so much patience and so much industry, the leaders in the managing clerks' branch of the profession had made to improve the opportunities of acquiring knowledge by the younger men who were to come after them. He knew well how the Council of the Association had provided so many valuable lectures. He was glad to reflect that the Inns of Court had afforded so much hospitality, and, he thought, not uninspiring hospitality to the Association in granting the use of their halls for the delivery of the lectures the managing clerks had organised. Facilities had also been provided at the Royal Courts of Justice for the classes which had been arranged by the Association upon various complicated subjects dealing with the principal legal difficulties of the moment. And in this connexion he was especially interested to learn that a course of lectures was to be delivered by a very able lecturer on the subject of the Birkenhead Acts. He should make a special effort to attend those lectures, not, he hoped, that sitting as a judge he should ever have occasion to express an opinion upon the Act. After all, he had provided an extremely interesting subject for discussion. He had spent the happiest days of his life in the profession and he never enjoyed an evening more than when it was spent in the company of those who from early youth had had the same difficult problems to deal with and who, equally with himself, to whatever branch of the profession they belonged, had been sustained by the high traditions and ideals which throughout the ages had made the legal calling a buttress for the preservation of civilisation. The learned judges and distinguished law officers, according to the contribution they were called upon to afford, had tried to do the same. It was to the devotion, the integrity and the high sense of duty of those who provided them with their materials that they must look in the future for the maintenance of the unsullied traditions of the law of England.

THE PRESIDENT returned thanks, observing that that assembly was the largest at any of these gatherings in the history of the Association. The series of lectures to which Lord Birkenhead had referred was the most important ever held under the auspices of the Association. They related to the Law of Property Act. The Act had been in force for two years, and the Association had now instituted a series of lectures on its problems. Classes for students were held twice a week in the Lord Chief Justice's Court, and these were attended by the junior clerks of solicitors, men, as well as women. There was no reason, he thought, why at some future date the exalted position of President of the Association should not be filled by some one of them. The Association was formed thirty-five years ago and had endeavoured to build up a tradition worthy of the great legal profession of which it formed a part. Its members were proud to know that it was respected by the profession. It had been invited on more than one occasion by various commissions set up to enquire into the practice and procedure of courts, to give evidence before them, and the recommendations made by the Association had in several instances been carried into effect and were now in force. A matter which required urgent consideration was that of the county courts. They were sometimes called "the poor man's courts," but he doubted whether any person of ordinary intelligence could issue a summons there without legal assistance. That might be to the advantage of the profession. But was it necessary that in order to issue a summons for £3 it was necessary to fill up ten forms, whilst the solicitor's fee was 4s. To issue a writ in the High Court for a million pounds only meant filling up two forms. With regard to the scarcity of judges of the High Court, he begged respectfully to endorse the words of the Lord Chief Justice at the Guildhall banquet, when he said "Justice delayed is justice denied." As to the future of the Association, the council were organising lectures on negotiable instruments; and, if the Companies Bill were passed into law, a series of lectures upon the subject would be organised. The Association felt that it was entitled to some recognition and to be given a better legal status than was the case at present; for it was in no better position than an ordinary club. It had twice petitioned to be granted a charter, but had been refused on both occasions; and it was now about to apply to the Board of Trade to be registered as a company limited by guarantee. It had been found necessary to obtain additional office accommodation, and an endeavour was being made in this direction. He concluded by speaking in high terms of the zeal and ability of the various members of the Association who had acted in an official capacity.

Mr. F. H. MAUGHAM, K.C., submitted the health of "His Majesty's Judges."

Mr. Justice EVE returned thanks. In the course of his remarks he denied the statements as to his impending retirement which had appeared in the newspapers. He did not care to contemplate what life would be without his work in the arena in which it had been his privilege to pass so many years. It was indeed inspiring to observe that within that arena were gathered all those who worthily and valiantly strove to exalt justice and secure right. It was comforting to know and realise how provocative those high purposes were of mutual respect and fraternal sympathy, and to all the

judges the constant legal support and ever ready help of those in the legal profession was a source of encouragement and aid.

Mr. GEORGE E. DENTON (hon. secretary), gave the toast of "Our Guests."

Sir T. WILLES CHITTY, Bt., K.C., responded, observing that for many years he had sat in Judges Chambers and had received the most loyal assistance from solicitors' managing clerks. He had been greatly struck by the enormous advance which had been made in the social position of the managing clerk in his education, and the way in which the business of his position was conducted, and altogether by the admirable, the fair, the able manner in which the business in chambers was conducted. It was, of course, an enormous assistance to the masters to know that they could trust absolutely those who appeared before them. They never found that their trust was betrayed. He had always taken a great interest in the Association and had had the honour of delivering several lectures before its members. He had been very much disappointed that the Association had not succeeded in obtaining a charter, but he hoped they might do so before long, or at any rate that they might become incorporated in some way that would set them on a firmer basis.

Sir PATRICK HASTINGS, K.C., proposed the toast of "The Ladies," to which Mr. A. S. COMYNS CARR, K.C., responded.

Mr. HENRY MORGAN, F.S.I.A.A., proposed the health of "The Legal Profession." He said that the legal profession was in the happy position of being carefully guarded. Anyone might set up as a member of his own profession, whilst doctors and dentists were protected.

Sir THOMAS INSKIP, C.B.E., K.C., M.P., replied for the Bar, speaking of the industry, ability and intelligence of solicitors' managing clerks, who, he said, made their branch of the profession the admiration of all.

Sir PERCY SIMMONS, K.C.V.O., J.P., responded for the solicitor branch of the profession, remarking that solicitors were greatly indebted for the wonderful work done by their managing clerks, especially in regard to questions of procedure, where, naturally they had much more experience than had their principals. He expressed his pleasure that, for the first time at one of these festival dinners, a solicitor had been permitted to respond to the toast, as well as a member of the other branch of the profession.

The toast of "The Chairman," proposed by Mr. G. B. ELPHICK (hon. treasurer), and acknowledged by the president, brought the proceedings to a close.

Societies.

The Bar Council and Indian Students.

The General Council of the Bar desires to bring the following resolution to the attention of all barristers whom it may concern :—

RESOLUTION.—The Council have considered the circumstances under which a certificate was recently granted by a barrister stating that an Indian student had read in the barrister's chambers in London for twelve months for the purpose of qualifying the student as an advocate in His Majesty's High Court, Bombay, and resolve that having regard to this case and a previous case considered by the Council it is desirable to notify to all members of the Bar who grant such certificates that great importance is attached to the certificates in India, and scrupulous care must be taken to ensure that the certificates are accurate and that no certificate is given unless the Indian student has genuinely attended in chambers as a pupil for the period stated.

Gray's Inn.

GRAND DAY.

Friday, the 11th inst., being the Grand Day of Michaelmas Term at Gray's Inn, the Treasurer (Lord Merrivale) and the Masters of the Bench entertained at dinner the following guests : The Brazilian Ambassador, Viscount Novar, Viscount Sumner, the Lord Chief Justice of England (Lord Hewart), Lord Darling, the Lord Advocate (Mr. William Watson, K.C., M.P.), Lord Justice Sargant, Mr. Justice Avory, Mr. Justice Clauson, Sir Francis Taylor, K.C., the Common Serjeant (Sir Henry Fielding Dickens, K.C.), Mr. P. G. Mackinnon, and Canon M. E. Atlay.

The Benchers present in addition to the Treasurer were : Sir Lewis Coward, K.C., Sir Plunket Barton, K.C., Mr. Herbert F. Manisty, K.C., Lord Justice Atkin, Sir Montagu Sharpe, K.C., Sir Robert Horne, K.C., M.P., Sir Alexander Wood Renton, K.C., Sir Hamar Greenwood, K.C., M.P., Vice-Chancellor Courthope Wilson, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. G. D. Keogh, Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, Mr. R. Storry Deans, M.P., Mr. A. Andrewes-Uthwatt, Mr. Malcolm Hilbery, with the Chaplain (the Rev. W. R. Matthews, D.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

An entrance scholarship at Gray's Inn (£80 a year for three years) has been awarded to Mr. J. W. Brunyate, of Trinity College, Cambridge.

Law Students' Debating Society.

At a meeting of the society held at the Law Society's Hall, on Tuesday, the 22nd inst., (chairman, Mr. H. M. Pratt), the subject for debate was : "That in the opinion of this house the case of *Keppel* v. *Wheeler and Another*, 1927, 1 K.B. 577, was wrongly decided."

Mr. H. Malone opened in the affirmative ; Miss C. M. Young seconded in the affirmative ; Mr. C. F. S. Spurrell opened in the negative ; Miss M. Prothero seconded in the negative. The following members also spoke : Messrs. R. A. Finn, M. C. Batten, J. MacMillan, W. M. Pleadwell, G. E. Walker, S. C. Baron, R. E. Gardner, J. Spring and C. B. Head.

Miss C. M. Young having replied, and the chairman having summed up, the motion was lost by one vote. There were nineteen members and three visitors present.

Bolton Articled Clerks' Society.

A meeting of the Society was held in the Law Library, Wood Street, Bolton, on Thursday, the 17th inst., over which Mr. Edgar Attkins (Barrister-at-Law) presided. There were fifteen members present. The subject for debate was Law Notes (November), Moot No. 2, viz. :—"A, who was beneficially entitled to the legal fee simple in Blackacre, mortgaged it to B on the 1st November, and again to C on the 5th November. In neither case were the title deeds handed over to the mortgagee. B registered his mortgage as a land charge on the 7th November, and C registered his mortgage on the 8th November. Which mortgage has priority ? "

Mr. R. A. I. Holden argued in favour of B's mortgage, and Mr. N. Woods in favour of C's mortgage. The following members having taken part in the discussion, Messrs. W. Buckley, J. Dearden, J. Fairbrother, W. H. Hibb, C. Morris, W. Nowell, J. Regan, E. T. Scott, and C. F. Walch, a decision in favour of C's mortgage was given by fourteen votes to one.

Rules and Orders.

THE LOCAL LAND CHARGES RULES, 1927.

DATED SEPTEMBER 22, 1927.

I, George Viscount Cave, Lord High Chancellor of Great Britain, by virtue and in pursuance of the Land Charges Act, 1925,(*a*) and all other powers enabling me in this behalf, do hereby make the following Rules for giving effect to Part VI of the said Act, as amended by the Law of Property (Amendment) Act, 1926.(*b*)

1. The Local Land Charges Rules, 1925,(*c*) are hereby revoked as from the date on which these Rules come into operation, without prejudice, however, to any right, obligation, or liability acquired, accrued or incurred under those Rules.

2. *Local Registrar.*]—(1) For the purpose of registering a local land charge the proper officer to act as a local registrar shall be the clerk, or the person for the time being authorised to act as clerk, to the local authority in whose favour the charge is created or by which it is enforceable : Provided that in the case of the following charges, the proper officer shall be the clerk, or the person for the time being authorised to act as clerk, to the borough or district council in whose borough or district the land affected by the charge is situated :—

(i) local land charges, by whatever local authority imposed, being town planning schemes, or authorities or resolutions to prepare or adopt town planning schemes, or charges acquired under or enforceable by virtue of town planning schemes, authorities or resolutions (hereinafter referred to as "town planning charges"), except a town planning charge arising or created within the administrative county of London ;

(ii) local land charges, other than town planning charges, imposed by the council of a county, borough (including a metropolitan borough and the City of London), or urban or rural district affecting land outside the county, borough, or district, as the case may be ; and

(*a*) 15 G. 5. c. 22. (*b*) 16 & 17 G. 5. c. 11.
(*c*) S.R. & O. 1925 (No. 1148) p. 704.

(iii) local land charges, other than town planning charges, imposed by any registering authority, other than the council of a county, borough (including a metropolitan borough and the City of London) or urban or rural district.

(2) For the purposes of this Rule, a reference to a local land charge shall include a priority notice in respect of that charge.

3. *Contents of Register.*]—The register of local land charges shall have an index, which shall be in the form of a map, unless the Minister approves some other form, for enabling a person to trace any entry in the register, and shall be divided into the following parts :—

(*a*) Part I, being a part relating to general charges arising under Sub-section (4) of Section 15 of the Land Charges Act ;

(*b*) Part II, being a part relating to specific charges, other than prohibitions of or restrictions on the user or mode of user of land or buildings ;

(*c*) Part III, being a part relating to prohibitions of or restrictions on the user or mode of user of land or buildings which are town planning charges ;

(*d*) Part IV, being a part relating to prohibitions of or restrictions on the user or mode of user of land or buildings which are not town planning charges.

4. *Entries in Part I of the Register.*]—Every entry in Part I of the register shall contain :—

(1) A reference to the statute and, where in the opinion of the local registrar expedient, to the section, order, scheme, instrument, or resolution, under which the charge is proposed to be acquired ;

(2) A sufficient description, by reference to a plan or otherwise, of the land which will be affected by such charge ;

(3) The date of registration of the general charge.

5. *Entries in Part II of the Register.*]—Every entry in Part II of the register shall contain :—

(1) A reference to the statute and, where in the opinion of the local registrar expedient, to the section, order, scheme, instrument, or resolution under which the charge is acquired ;

(2) A sufficient description, by reference to a plan or otherwise, of the land which is affected by the charge ;

(3) The date of the charge ;

(4) The date of registration of the charge ;

(5) The amount of the charge or, where interest is payable, the amount of the original charge and the rate of interest thereon.

6. *Entries in Part III of the Register where Scheme is not in operation.*]—Where a resolution to prepare or adopt a town planning scheme has been passed by a local authority and, where necessary, approved by the Minister, in pursuance of Section 2 of the Town Planning Act, or where authority to prepare or adopt a town planning scheme has been given by the Minister or Local Government Board under that Act or any Act repealed thereby, but the scheme is not in operation, every entry in Part III of the register shall contain :—

(1) A certified copy of the resolution to prepare or adopt the scheme and of the Minister's approval or authority, if any, or of the authority of the Minister or Local Government Board to prepare or adopt the scheme ;

(2) A copy of any special or general order for the time being affecting land included in the resolution or authority which may have been made by the Minister under section 4 of the Town Planning Act ;

(3) Notice of the place at which any map, or any statement or draft of any proposed provisions of the scheme referred to in the resolution, approval, authority, or order (or a certified copy of such portion of the same as relates to the district of the authority in whose register the entry is made) may be inspected.

(4) The date of registration of the charge.

7. *Entries in Part III of the Register where Scheme is in operation.*]—Where a town planning scheme is in operation, every entry in Part III of the register shall contain :—

(1) A certified copy of the scheme ;

(2) Notice of the place at which any map, referred to in the scheme, or a certified copy of such portion of the map as relates to the district of the authority in whose register the entry is made, and any orders, consents, approvals or agreements made, given, or entered into under or by virtue of the scheme by the responsible authority under the scheme and containing prohibitions of or restrictions on the user or mode of user of land or buildings binding on successive owners of the land or buildings in the said district, may be inspected ;

(3) The date of registration of the charge.

8. *Entries in Part IV of the Register.*]—Every entry in Part IV of the register shall contain :—

(1) A reference to the order, scheme, instrument, resolution, covenant, agreement, or other document, including the statute, under or by virtue of which the prohibition or restriction is created and enforceable sufficient to show the effect of the prohibition or restriction ;

(2) Notice of the place at which any document referred to in the preceding paragraph other than a public general statute, may be inspected ;

(3) A sufficient description, by reference to a plan or otherwise, of the land affected by the prohibition or restriction ;

(4) The date of registration of the charge.

9. *Priority Notices.*]—(1) Section 4 of the Law of Property (Amendment) Act in its application to local land charges shall be subject to the following adaptations :—

(*a*) In paragraph (1) (*b*) of the said section there shall be substituted for the period of fourteen days after the priority notice has been given the following periods, namely :—

(i) in the case of town planning charges which arise on the approval or authority of the Minister being given, the period of fourteen days after the approval or authority of the Minister has been given ; and

(ii) in the case of a claim for increase in value made under subsection (3) of section 10 of the Town Planning Act the period of fourteen days after the date of any agreement or award by virtue of which a sum becomes due to the local authority in respect of such increase.

(*b*) A priority notice of a local land charge shall contain the following particulars :—

(i) a statement of the nature of the contemplated charge ;

(ii) a description, by reference to a plan or otherwise, sufficient to enable the land to which it relates to be identified :

(*c*) Where the contemplated local land charge is required to be entered in the register of the local authority in whose favour it is created or by which it is enforceable the entry in the register of the particulars set out in the preceding paragraph shall for the purpose of the said section and of any rules made thereunder be deemed to be the giving of a priority notice.

(*d*) The entry in the register of a resolution to prepare or adopt a town planning scheme shall for the purpose of the said section and of any rules made thereunder be deemed to be the giving of a priority notice in respect of that scheme.

(2) The register shall contain a reference to the date of the entry therein of the priority notice.

(3) To obtain the priority conferred by a priority notice, every application in respect of which a priority notice has been given shall bear on the face thereof a statement as follows :—

" Priority Notice in respect hereof on (date)."

(4) The date of registration of the charge to be noted in the register shall be the actual day of registration notwithstanding that the registration is duly made pursuant to a priority notice given in respect thereof.

10. *Dates on which applications, etc., deemed to be made or given.*]—(1) Applications for registration and priority notices delivered by post or under cover during the hours in which the office of the local registrar is open for registration shall be treated as having been made or given immediately before the closing of the office for that day.

(2) Applications for registration and priority notices delivered (whether by post or otherwise) between the hours of closing and of the next opening the office for registration shall be treated as having been made or given immediately after such opening.

11. *Reduction and Cancellation of Charges.*—(1) Where a general charge has been registered, the registration may be cancelled at any time after the charge is ascertained and allotted and shall in any case be cancelled within fifteen months of the date on which such charge is ascertained and allotted.

(2) Where any other local land charge has been discharged or become unenforceable the registration shall thereupon be cancelled.

(3) Where any portion of a local land charge entered in Part II of the register has been discharged by the payment of an instalment or otherwise, the amount paid off, the date of payment and the balance of the original charge outstanding shall be entered in the register against the charge.

(4) Where the local authority in whose favour the charge has been created or by which it is enforceable is not the same as the registering authority, the first mentioned authority shall give to the local registrar of the other authority the requisite notice to enable the charge to be cancelled or the entry of a reduction of the charge to be made.

12. *Use of Existing Registers.*]—Where a charge has been registered in any existing register, or other record of the local authority, containing the particulars required by these Rules and open to inspection, it shall be a sufficient compliance with these Rules if a reference to the register, or other record so kept, sufficient to enable the relevant entry therein to be traced, is recorded against the land affected by the charge in the register kept under these Rules.

13. *Searches and Official Certificates of Searches.*]—(1) The provisions of sub-sections (1), (2), (3), (7), (8) and (9) of section 17 of the Land Charges Act (which relate to official certificates of search and to the effect of such certificates) shall apply to the registrars and registries of local land charges.

(2) Every requisition for search made under those provisions as applied by this Rule shall be in writing signed by the person making the same or by the solicitor acting for the person requiring the search to be made and defining the land in respect of which the search is to be made by means of a plan drawn to scale or in any other manner sufficient to enable the land to be identified.

(3) An official certificate of the result of search shall extend to registrations (including priority notices) effected during the day of the date of the certificate and shall be issued only after the registry is closed for registration on that date.

(4) Requisitions for search and official certificates of search shall be in the form set out in the First Schedule hereto, or in such other form as the Minister may from time to time determine.

(5) A separate requisition for search shall be made in respect of each parcel of land in respect of which search is requested except where a certificate is required in respect of two or more contiguous parcels of land for the purpose of the same transaction.

(6) Any person desiring to make a personal search in the register shall, if so required by the local registrar, furnish his name and address and indicate by reference to a plan or otherwise the land in respect of which he proposes to search.

14. *Sale of Forms.*]—(1) All forms of requisitions for search and official certificates of search shall be sold under arrangements to be made by H. M. Stationery Office, or otherwise as the Minister may from time to time approve.

(2) No forms other than those so supplied shall be accepted for the purpose.

15. *Fees.*]—The fees payable for the registration, modification, or cancellation of entries and for searches and official certificates of search shall be those specified in the Order set out in the Second Schedule hereto.

16. *Interpretation.*]—(1) In these Rules "the Minister" means the Minister of Health.

"The Town Planning Act" means the Town Planning Act 1925 (15 Geo. 5, c. 16).

"The Land Charges Act" means the Land Charges Act, 1925 (15 Geo. 5, c. 22).

"The Law of Property (Amendment) Act" means The Law of Property (Amendment) Act, 1926 (16 & 17 Geo. 5. c. 11).

"Parcel of land" means land or buildings in separate occupation or separately rated at the time of the requisition for search. For the purpose of this definition land or buildings which are not in occupation or rated shall be deemed to be occupied by the person who is the owner thereof within the meaning of the Public Health Act, 1875.(*a*)

(2) *Short title.*]—These Rules may be cited as the Local Land Charges Rules, 1927.

(3) *Commencement.*]—These Rules shall come into operation on the first day of December, 1927.

(*a*) 38–39 Vic. c. 55.

(To be continued.)

Legal Notes and News.

Honours and Appointments.

The King has approved the appointment of Mr. COURTNEY TERRELL, barrister-at-law, to be Chief Justice of the High Court of Judicature at Patna, in succession to Sir Dawson Miller, who will retire on 1st April next. Mr. Courtney Terrell was called to the Bar in 1902.

The King has approved a recommendation of the Home Secretary that Mr. HENRY HOLMES JOY, O.B.E., K.C., be appointed Recorder of Nottingham in the place of Mr. Hugo Joseph Young, K.C., who has resigned. Mr. Joy was called to the Bar in 1900 and took Silk in 1924.

THE KING, on the recommendation of the Secretary of State for Scotland, has approved the appointment of Mr. C. H. BROWN, K.C. (Sheriff of Dumfries and Galloway), to be Sheriff of the Lothians and Peebles to fill the vacancy caused by the death of the late Mr. G. L. Crole, K.C.

Sir FREDERICK FRANCIS LIDDELL, K.C.B. (First Parliamentary Counsel to The Treasury), has been appointed Chairman of the Committee constituted to codify the law relating to income tax, and to simplify its expression. Sir Frederick was called to the Bar in 1894.

Mr. B. E. WILKINSON, Solicitor, of the firm of Gosling and Wilkinson, 48 Church-street, Weybridge, has been appointed Clerk to that Urban District Council, in succession to the late Mr. A. D. Jenkins, who, for some time previous to his appointment at Weybridge, held the position of Town Clerk of Guildford. Mr. Wilkinson was admitted in 1921.

Mr. ARNOLD P. RAWSON, Deputy Clerk to the Rotherham Rural District Council, has been appointed Clerk to the Ossett Rural District Council.

Professional Announcement.

(2s. per line.)

Mr. LESLIE MARCAN, Solicitor, has removed from No. 14, Inglewood Road, N.W.6, to No. 36, Ordnance Road, St. John's Wood, N.W.8. The Telephone No. is Primrose Hill 2661.

WIFE CALLED TO BAR.

The first wife to enter her husband's profession in the history of the English Bar, Mrs. Gladys Siddie Powell, of South Court, Bridgend (Glamorgan), was called to the Bar at Middle Temple last week. Her husband, Mr. Dapho L. Powell, practises on the South Wales Circuit, and is a member of the Glamorganshire County Council.

JUDGE AND A SOLICITOR.

At the Glamorgan Assizes on Monday, the 14th inst., Mr. K. S. Wehrle, a Port Talbot solicitor, was called before Mr. Justice Wright and asked to explain why Gordon Jones, a herbalist at Port Talbot, who was sentenced to nine months' imprisonment on the 11th inst., was not defended according to instructions. Mr. Wehrle said he had agreed to act for Jones for a fee of £25, this to include counsel's fee. Only half the fee had been paid, and he had considerable trouble with Jones, who had not even replied to his letters. He (the solicitor) made an effort to get the hearing of the case put back until the remaining money was paid. His lordship said that the least thing any solicitor should have done was to see the case was adjourned. He ordered Mr. Wehrle to pay Jones back £12 8s., and gave instructions that a shorthand note of the discussion should be sent to The Law Society for their consideration.

STREET OFFENCES.

Mr. H. C. A. Bingley, the Marylebone magistrate, during the hearing on the 21st inst. of a case in which a young woman was charged with using insulting words and behaviour whereby a breach of the peace might have been occasioned, remarked: "The present law in regard to street offences is in a very unsatisfactory state . . . It is the duty of the police to keep the streets respectable, and the law in many cases, it seems to me, makes it impossible for them to do so."

Two police constables gave evidence that the woman spoke to three men. The first strongly resented what she said to him and stepped away, the second shook his head and walked quickly away, and a third crossed quickly to the other side of the road. He was stopped by the officers, and in the presence of the woman he repeated what she had said to him. He gave his name and address. The officers then arrested the woman, who said, "I think you have made a mistake this time."

The magistrate told the officers that they had not made out any case; and asked what breach of the peace they anticipated.

One constable replied that the first two men seemed very annoyed, and the other added that one of the men raised his hand as if to strike the woman.

The magistrate: Have you ever known a man to strike a woman when she accosted him?

The constable: Well, it is not very nice.

The magistrate then remarked on the unsatisfactory state of the law, which was at present the subject of inquiry by the Home Secretary's committee, and said that he accepted the evidence of the police. It was merely the question of the law which he was troubling about. He fined the woman 10s.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

MONEYLENDERS ACT.

The first application in a Metropolitan Court for a certificate under s. 2 of the Moneylenders Act, 1927, was made to Mr. Cancellor, at Marlborough-street Police Court recently, by Mr. Stanley James Attenborough, of Watford, Herts, to carry on the business of moneylending under that Act, at Lower John-street, Golden-square, W., in the name of W. S. and S. J. Attenborough. The magistrate asked for evidence as to good character, as required under the Act, and the applicant called Mr. Walter A. Attenborough, barrister, his cousin. The applicant also produced copies of two newspapers in proof that he had advertised the application. The application was granted.

WITNESSES FOR THE POLICE.

"I am very glad to hear that some member of the public has had the courage to come forward and offer to give evidence for the police," said Mr. Graham Campbell at Bow-street on the 21st inst. when remanding two men, George Copeland and Henry Shaw, charged with attempting to pick pockets in the Strand. Detective Green said that when arresting the men he called upon the crowd for witnesses and a young woman stepped forward and came to the station. She was in court, but her evidence was not required as the men had pleaded "Guilty."

SOLICITOR-GENERAL AND A BISHOP.

The Solicitor-General, Sir Thomas Inskip, says *The Times*, speaking on the 21st inst. at a Streatham meeting of protest against the Revised Prayer Book, said that nobody really believed that the question of prayer book revision was going to be ended one way or another when the two Houses of Parliament had come to a decision. For good or for evil, the question of prayer book revision was fraught with tremendous consequences, not only for the Church of England, but for the nation. The Ecclesiastical Committee of Parliament had already by a majority agreed that it was desirable that the measure should proceed in order that the two Houses of Parliament might have an opportunity of expressing their opinion upon it. The report of the Committee might be published in about ten days' time. People in very high places were actively engaged in canvassing members of both Houses of Parliament. He had heard that day of a Bishop of the Church of England who actually had written to one of His Majesty's Judges, whom he supposed to have some particular influence, in order to induce him to exercise that influence on the side of the revised prayer book—a singularly misconceived action on the part of the Bishop.

EX-SOLICITOR SENT TO GAOL.

Gordon List Trelawney Stocker, thirty-eight, formerly practising as a solicitor in Stockport, under the style of Brown, Briggs & Co., who pleaded guilty at Manchester Assizes on Wednesday to three charges of fraudulently converting to his own use money of his clients, amounting in all to £17,784, was sentenced to four years' penal servitude.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov.28	Mr. Jolly	Mr. Bloxam	Mr. Synge	Mr. Ritchie
Tuesday....29	More	Hicks Beach	Ritchie	Synge
Wednesday 30	Synge	Jolly	Synge	Ritchie
Thursday Dec.1	Ritchie	More	Ritchie	Synge
Friday 2	Bloxam	Synge	Synge	Ritchie
Saturday 3	Hicks Beach	Ritchie	Ritchie	Synge
	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Nov.28	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday....29	Jolly	More	Hicks Beach	Bloxam
Wednesday 30	More	Jolly	Bloxam	Hicks Beach
Thursday Dec.1	Jolly	More	Hicks Beach	Bloxam
Friday 2	More	Jolly	Bloxam	Hicks Beach
Saturday 3	Jolly	More	Hicks Beach	Bloxam

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

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Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 8th December, 1927.

	Middle Price 23rd Nov.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	85⅜	4 14 0	—
Consols 2½%	55	4 11 0	—
War Loan 5% 1929-47	100⅞	4 19 0	4 18 9
War Loan 4½% 1925-45	96	4 13 6	4 16 6
War Loan 4% (Tax free) 1929-42	100⅝	3 19 0	3 19 6
Funding 4% Loan 1960-90	85¾	4 13 0	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¼	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	97¾	4 13 0	4 16 0
Conversion 3½% Loan 1961	75	4 13 6	—
Local Loans 3% Stock 1921 or after	63⅜	4 15 0	—
Bank Stock	257	4 13 0	—
India 4½% 1950-55	92	4 17 6	4 18 6
India 3½%	71	4 18 6	—
India 3%	61	4 18 6	—
Sudan 4½% 1939-73	94½	4 15 0	4 17 0
Sudan 4% 1974	84	4 15 6	4 18 0
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	80¾	3 15 0	4 12 6
Colonial Securities.			
Canada 3% 1938	86	3 11 6	4 18 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	81¼	4 6 0	5 0 0
Commonwealth of Australia 5% 1945-75	99½	5 0 6	5 2 6
Gold Coast 4½% 1956	95	4 14 6	4 17 6
Jamaica 4½% 1941-71	92½	4 18 0	4 18 6
Natal 4% 1937	92¾	4 6 6	5 0 0
New South Wales 4½% 1935-45	92⅛	4 17 6	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 6
New Zealand 4½% 1945	97	4 12 6	4 17 6
New Zealand 5% 1946	103¼	4 17 0	4 16 6
Queensland 5% 1940-60	99	5 1 0	5 3 0
South Africa 5% 1945-75	101½	4 18 6	4 18 6
S. Australia 5% 1945-75	99¾	5 0 0	5 0 0
Tasmania 5% 1945-75	101½	4 18 6	5 0 0
Victoria 5% 1945-75	99¾	5 0 6	5 0 0
W. Australia 5% 1945-75	100	5 0 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	64	4 13 6	—
Birmingham 5% 1946-56	103¼	4 17 0	4 17 0
Cardiff 5% 1945-65	102¼	4 18 6	4 18 0
Croydon 3% 1940-60	68¼	4 8 6	5 0 0
Hull 3½% 1925-55	78	4 9 6	5 0 0
Liverpool 3½% redeemable at option of Corpn.	74	4 14 6	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62¾	4 15 6	—
Manchester 3% on or after 1941	63	4 14 6	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 6	4 17 0
Metropolitan Water Board 3% 'B' 1934-2003	65	4 12 6	4 15 6
Middlesex C. C. 3½% 1927-47	83	4 5 0	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	63	4 15 6	—
Stockton 5% 1946-66	102	4 18 6	4 19 0
Wolverhampton 5% 1946-56	101	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	83	4 16 0	—
Gt. Western Rly. 5% Rent Charge	101	4 19 0	—
Gt. Western Rly. 5% Preference	96	5 4 0	—
L. North Eastern Rly. 4% Debenture	79½	5 1 0	—
L. North Eastern Rly. 4% Guaranteed	74¾	5 7 0	—
L. North Eastern Rly. 4% 1st Preference	68	5 17 6	—
L. Mid. & Scot. Rly. 4% Debenture	81¼	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	79¾	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	73½	5 9 0	—
Southern Railway 4% Debenture	81½	4 18 0	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	89	5 12 0	—

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